



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

**AGENDA
FOR THE REGULAR MEETING OF THE
LOS ANGELES COUNTY HOUSING COMMISSION
WEDNESDAY, APRIL 26, 2006
12:00 NOON
HEADQUARTERS OFFICE
2 CORAL CIRCLE
MONTEREY PARK, CALIFORNIA 91755
(323) 890-7001**

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1. **Call to Order**
2. **Roll Call**

Lynn Caffrey Gabriel, Chair
Henry Porter, Jr. Vice Chair
Severyn Aszkenazy
Philip Dauk
Adriana Martinez
Andrew Nguyen
Dora Nowden

3. **Reading and Approval of the Minutes of the Previous Meeting**

Regular Meeting of February 22, 2006

The Regular Meeting of March 22, 2006 was cancelled.

4. **Report of the Executive Director**
5. **Staff Presentation**

Site-based Budgeting for Conventional Public Housing – Marcie Miranda and David Chang

6. **Public Comments**

The public may speak on matters that are within the jurisdiction of the Housing Commission. Each person is limited to three minutes.

Regular Agenda

7. Approve Funding of Housing Authority Projects with Fiscal Year 2006-2007 Community Development Block Grant Funds (All Districts)

Recommend approval and authorize the Executive Director of the Housing Authority (Executive Director) to accept from the County of Los Angeles an estimated \$1,293,306 in Fiscal Year 2006-2007 (July 1, 2006 to July 30, 2007) Community Development Block Grant (CDBG) funds, and to continue administration of \$250,000 in prior year CDBG funds, as identified in the Housing Authority portion of the Los Angeles Urban County Fiscal Year 2006-2007 One-Year Action Plan (Action Plan) for the allocation of federal funds by the County of Los Angeles; and authorize the Executive Director to use these funds for capital improvements and services for public housing program residents; authorize the Executive Director or designee to execute a CDBG Reimbursable Contract Amendment with the County of Los Angeles, attached in substantially final form, to extend the contract for the irrigation system repair project at the Nueva Maravilla housing development through June 30, 2007 using \$250,000 in prior-year CDBG funds, to be effective following approval as to form by County Counsel and execution by all parties. (APPROVE)

8. Approve Construction Contract for the Replacement of One Boiler at the Foothill Villa Housing Developments (5)

Recommend approval and find that the boiler replacement at the Foothill Villa senior housing development, located at 2423 Foothill Boulevard, La Crescenta, in unincorporated Los Angeles County, is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment. Approve the award of a Construction Contract (Contract) in the amount of \$49,151 to RKDM Enviro-Energy Services, Inc., to complete the boiler replacement at the subject property; and authorize the Executive Director of the Housing Authority to execute the Contract and all related documents, to be effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval. (APPROVE)

9. Approve Construction Contract to Replace Fire Alarm System at the Marina Manor I and II Senior Housing Development (3)

Recommend approval to find that the replacement of the existing fire alarm systems at the Marina I and Marina Manor II senior housing development, located at 3401 and 3405 Via Dolce, Marina Del Rey, is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment. Approve the award of a Construction Contract (Contract), in the amount of \$238,000 to JAM Corporation, to replace the existing fire alarm system at the subject properties; and authorize the Executive Director of the Housing Authority to execute the Contract and all

related documents, to be effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval. (APPROVE)

10. Approve the Housing Authority's Fiscal Year 2006-2007 Budget (All Districts)

Recommend approval to adopt the attached Resolution (Attachment A) for the Housing Authority's Fiscal Year 2006-2007 Budget, which includes revenues and expenditures of \$277,021,400; instruct the Mayor to sign the Resolution approving the Housing Authority's Fiscal Year 2006-2007 Budget, and the related Transmittal Resolution (Attachment B) certifying submission of the budget by the Board to the U.S. Department of Housing and Urban Development (HUD); instruct the Executive Director to implement the Budget and take all related actions, including execution of all required documents, for the purposes described herein; instruct the Executive Director to submit the Resolutions and related documents to HUD. (APPROVE)

11. Approve the Purchase of Appliances for Nine Housing Developments (All Districts)

Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute a Purchase Order with General Electric Company for the purchase of 461 refrigerators, 580 ranges and 130 range hoods for nine housing developments owned or managed by the Housing Authority, identified in Attachment A; and to use for this purpose a total of \$353,784.87, comprised of \$299,963.27 in Capital Fund Program funds and \$53,821.60 in Project Based Section 8 funds allocated by the U.S. Department of Housing and Urban Development (HUD). (APPROVE)

12. Approve Tree Trimming and Removal Services Contract for the Housing Authority (Districts 1, 2, 3, 4)

Recommend approval and authorize the Executive Director of the Housing Authority to execute a Contract for Tree Trimming and Removal Services (Contract) and all related documents, with Treesmith Enterprises, Inc. in an amount not to exceed \$115,455 to provide tree trimming, crowning and removal services at the 34 housing developments identified in Attachment A, located throughout Supervisorial Districts 1, 2, 3 and 4, to be effective upon Board approval; and to use for this purpose \$115,455 in Conventional Public Housing Operating funds allocated by the U.S. Department of Housing and Urban Development (HUD); authorize the Executive Director to execute all necessary administrative amendments to the Contract as well as any amendments to increase the compensation amount, in an amount not to exceed maximum aggregate amount of \$5,773 following approval as to form by County Counsel, to provide for any additional unforeseen needed tree trimming, crowning, or removal services, using the same sources of funds described above. (APPROVE)

13. Housing Commissioner Comments and Recommendations for Future Agendas

Housing Commissioners may provide comments or suggestions for future Agenda items.

Copies of the preceding agenda items are on file and are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at the Housing Authority's main office located at 2 Coral Circle in the City of Monterey Park. Access to the agenda and supporting documents is also available on the Housing Authority's website.

Agendas in Braille are available upon request. American Sign Language (ASL) interpreters, or reasonable modifications to Housing Commission meeting policies and/or procedures, to assist members of the disabled community who would like to request a disability-related accommodation in addressing the Commission, are available if requested at least three business days prior to the Board meeting. Later requests will be accommodated to the extent possible. Please contact the Executive Office of the Housing Authority by phone at (323) 838-5051, or by e-mail at Marisol.Ramirez@lacdc.org, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

MINUTES FOR THE REGULAR MEETING OF THE

LOS ANGELES COUNTY HOUSING COMMISSION

Wednesday, February 22, 2006

The meeting was convened at the 12131 Telegraph Rd., Santa Fe Springs, CA 90670

Digest of the meeting. The minutes are being reported seriatim. A taped record is on file at the main office of the Housing Authority.

The meeting was called to order by Chair Henry Porter, Jr. at 12:15.m.

ROLL CALL

Severyn Aszkenazy
Philip Dauk
Lynn Caffrey Gabriel
Adriana Martinez
Andrew Nguyen
Dora Nowden
Henry Porter, Jr.

Present

X
X
X
X
X
X
X

Absent

PARTIAL LIST OF STAFF PRESENT:

Carlos Jackson, Executive Director
Maria Badrakhan, Director, Housing Management
Rebecca Craigo, Director, Assisted Housing Division
Marie Quon-Hom, Assistant Director, Assisted Housing Division
Esther Keosababian, Assistant Director, Housing Management Division
Arlene Black, Manager, Housing Management Division
Jim Becker, Manager, Assisted Housing Division
Emilio Salas, Director, Administrative Services
Geoffrey Siebens, Manager, Construction Management Division

GUESTS PRESENT:

Sharon M. Y. Lowe, Former Housing Commissioner

Reading and Approval of the Minutes of the Previous Meeting

On Motion by Commissioner Gabriel, seconded by Commissioner Nowden the minutes of the Regular Meeting of December 21, 2005, were approved with one abstention and one correction of a typographical error.

Agenda Item No. 4 - Report of the Executive Director

This report was presented by Carlos Jackson with staff participation.

Mr. Jackson announced that Bobbette Glover was absent due to a family emergency.

Adriana Martinez was welcomed as the newly appointed Housing Commissioner representing the First Supervisorial District. Commissioner Martinez is currently with the City of Los Angeles Mayor's office where she serves as Associate Director of Housing and Economic Development.

Mr. Jackson reported on Section 8 Program fraud and criminal activity in the Antelope Valley area, as well as on related media coverage. The Housing Authority is working closely with Supervisor Antonovich's office and the cities of Lancaster and Palmdale to address these problems. Both cities have part-time investigators dedicated to performing fraud investigations, and Supervisor Antonovich has indicated a desire to double funding for this purpose. Discussions are also taking place with the cities of Bellflower and Paramount to implement fraud investigation programs.

Mr. Jackson reported on the challenges being faced in developing the new fiscal year budget, including: implementing a Site-based budget for Conventional Public Housing; remaining competitive in the private market while complying with fair market rent requirements of the Section 8 Program; and meeting HUD performance levels in order

to continue funding. The new budget will be presented to the Housing Commission for approval in March or April.

Mr. Jackson reported on efforts to assist the homeless in the downtown area. The Housing Authority is working closely with the Los Angeles Homeless Services Authority (LAHSA), HUD, the City of Los Angeles and County departments to find innovative ways to address the problem.

Agenda Item No. 5 - Staff Presentations

Geoffery Siebens discussed the Quarterly Construction Contract Status Report.

Agenda Item No. 6

Elections for the new Housing Commission Chair and Vice-Chair were conducted. Commissioner Gabriel was elected Chair and Commissioner Porter was elected Vice-Chair. They will assume their new offices at the meeting of March 22, 2006.

Agenda Item No. 7 Public Comments

No members of the public were in attendance

Regular Agenda

On Motion by Commissioner Gabriel, seconded by Commissioner Nowden, and unanimously carried, the following was approved by the Housing Commission:

APPROVE THE ANNUAL PLAN FOR THE HOUSING AUTHORITY OF THE COUNTY
OF LOS ANGELES (ALL DISTRICTS)
AGENDA ITEM NO. 8

1. Recommend that the Board of Commissioners approve the attached Annual Plan for Fiscal Year 2006-2007 (the Annual Plan), as required by the U.S. Department of Housing and Urban Development (HUD), to update the Housing Authority's program goals, major policies and financial resources, including the Capital Fund Annual Statement and Five-Year Action Plan, the Admissions and Continued Occupancy Policy and Lease Agreement for the Conventional Public Housing Program, and the Section 8 Tenant-Based Program Administrative Plan.
2. Recommend that the Board of Commissioners adopt and instruct the Mayor to sign the attached Resolution approving the Annual Plan for submission to HUD, and authorizing the Executive Director of the Housing Authority to take all actions required for implementation of the Annual Plan.
3. Recommend that the Board of Commissioners authorize the Executive Director to execute all documents required to receive from HUD

approximately \$5,975,500 in Capital Fund Program funds for resident programs, operating costs, and the rehabilitation of 2,065 housing units at

10 Conventional Public Housing Program developments throughout Los Angeles County, as described in the Annual Plan.

4. Recommend that the Board of Commissioners authorize the Executive Director to incorporate into the Annual Plan all public comments received and approved for inclusion by the Board; and authorize the Executive Director to submit the Annual Plan to HUD by April 17, 2006.

Prior to approval

Staff presented on the Annual Plan for Fiscal Year 2006-2007 and related comments. The timetable for 2006 is as follows: January 6 - February 19, public comment period; February 22, Housing Commission approval; March 28, Public Hearing and Board approval; April 17, HUD submission deadline.

On Motion by Commissioner Dauk, seconded by Commissioner Nguyen, and unanimously carried, the following was approved by the Housing Commission:

APPROVE CONSTRUCTION CONTRACT FOR SITE IMPROVEMENTS AT
SUNDANCE VISTA AND WHITTIER MANOR HOUSING DEVELOPMENTS (1)
AGENDA ITEM NO. 9

1. Recommend that the Board of Commissioners find that the site improvements at the Sundance Vista and Whittier Manor family and senior housing developments, located at 10850 South Laurel Avenue and 11527 Slauson Avenue, respectively, in unincorporated Los Angeles, are exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve the award of a Construction Contract (Contract) in the amount of \$113,850 to AZ Home, Inc., to complete the site improvements at the subject properties; and authorize the Executive Director of the Housing Authority to execute the Contract and all related documents, to be effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to use a total of \$113,850 in Capital Fund Program (CFP) funds, for the purposes described herein; and authorize the Executive to approve Contract change orders not exceeding \$22,770 for unforeseen project costs, using the same source of funds.

On Motion by Commissioner Gabriel, seconded by Commissioner Aszkenazy, and unanimously carried, the following was approved by the Housing Commission:

**APPROVE CONSTRUCTION CONTRACT FOR THE REPLACEMENT OF SIX
BOILERS AT THE MARINA MANOR I AND II HOUSING DEVELOPMENTS (3)
AGENDA ITEM NO. 10**

1. Recommend that the Board of Commissioners find that the boiler replacement at the Marina Manor I and II senior housing developments, respectively, located at 3401 and 3405 Via Dolce, Marina Del Rey, in unincorporated Los Angeles County, is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve the award of a Construction Contract (Contract), in the amount of \$215,585 to C& P Plumbing, to complete the replacement of six boilers at the subject properties; and authorize the Executive Director of the Housing Authority to execute the Contract and all related documents, to be effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to use a total of \$215,585 in Capital Fund Program funds, for the purpose described herein; and authorize the Executive Director to approve Contract change orders not exceeding \$43,117 for unforeseen project costs, using the same source of funds.

On Motion by Commissioner Aszkenazy, seconded by Commissioner Martinez, and unanimously carried, the following was approved by the Housing Commission:

**APPROVE CONSTRUCTION CONTRACT FOR THE SITE IMPROVEMENTS AT THE
TRIGGS HOUSING DEVELOPMENT (1)
AGENDA ITEM NO. 11**

1. Recommend that the Board of Commissioners find that the site improvements at the Triggs family housing development, located at 4432-4434 Triggs Street, in unincorporated Los Angeles, are exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.

2. Recommend that the Board of Commissioners approve the award of a Construction Contract (Contract) in the amount of \$49,970 to CWS Systems Inc., to complete site improvements that will relieve drainage problems at the subject property; and authorize the Executive Director of the Housing Authority to execute the Contract and all related documents, to be effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to use a total of \$49,970 in Capital Fund Program funds for the purpose described herein; and authorize the Executive Director to approve Contract change orders not exceeding \$12,493 for unforeseen project costs, using the same source of funds.
4. Recommend that the Board of Commissioners authorize the Executive Director to incorporate the Capital Fund Program funds into the Fiscal Year 2005-2006 Capital budget.

On Motion by Commissioner Nowden, seconded by Commissioner Nguyen, and unanimously carried, the following was approved by the Housing Commission:

APPROVE CONTRACT FOR THE RESTORATION OF THE EXISTING
UNDERGROUND ELECTRICAL SYSTEM AT THE NUEVA MARAVILLA
HOUSING DEVELOPMENT (1)
AGENDA ITEM NO. 12

1. Recommend that the Board of Commissioners find that restoration of the existing underground electrical system serving 354 family units at the Nueva Maravilla housing development, located at 4919 Cesar E. Chavez Avenue in unincorporated East Los Angeles, is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve the award of a Construction Contract (Contract) in the amount of \$98,500 to Skip's Electric, Inc., to restore the existing underground electrical system at the subject property; and authorize the Executive Director of the Housing Authority to execute the Construction Contract, and all related documents, to be effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to use up to a total of \$98,500 in Community Development Block Grant (CDBG) Float Loan funds from the U.S. Department of Housing and Urban Development for the purposes described herein.

4. Recommend that the Board of Commissioners authorize the Executive Director to approve Contract change orders in an amount not to exceed \$24,625 for unforeseen project costs, using the same source of funds.

On Motion by Commissioner Gabriel, seconded by Commissioner Aszkenazy, and unanimously carried, the following was approved by the Housing Commission:

ACCEPT RESIDENT OPPORTUNITIES AND SELF-SUFFICIENCY RESIDENT
SERVICE DELIVER MODELS PROGRAM FUNDS FROM THE U.S.
DEPARTMENT OF URBAN DEVELOPMENT (ALL DISTRICTS)
AGENDA ITEM NO. 13

1. Recommend that the Board of Commissioners authorize the Executive Director of the Housing Authority to accept \$350,000 in grant funds from the U.S. Department of Housing and Urban Development (HUD) to implement a three-year Resident Opportunities and Self-Sufficiency (ROSS) program for employment-related services that support and increase self-sufficiency among 1,650 residents living at the 49 conventional public housing development sites identified in Attachment A.
2. Recommend that the Board of Commissioners authorize the Executive Director to execute all documents required for acceptance of the grant funds, and to incorporate the funds into the Housing Authority's approved Fiscal Year 2005 – 2006 Budget, as needed.
3. Recommend that the Board of Commissioners authorize the Executive Director to prepare and execute contract agreements with multiple community based organizations and service providers, in a combined total amount not to exceed \$350,000 in ROSS program funds, to assist with the program planning, implementation, and administration of activities, in accordance with HUD requirements, following approval as to from by County Counsel.

On Motion by Commissioner Aszkenazy, seconded by Commissioner Dauk, and unanimously carried, the following was approved by the Housing Commission:

APPROVE SUPPLEMENTAL LAW ENFORCEMENT SERVICES CONTRACT FOR
THE HOUSING AUTHORITY (ALL DISTRICTS)
AGENDA ITEMS NO. 14

1. Recommend that the Board of Commissioners find that supplemental law enforcement services to be performed at the Carmelitos housing development, located at 1000 Via Wanda, in the City of Long Beach; and services to be performed Countywide, as needed, are excluded from provisions of the California Environmental Quality Act (CEQA), because these

services do not have the potential for causing a significant effect on the environment.

2. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute a one-year Contract with Platt Security, Inc., presented in substantially final form, for supplemental law enforcement services to be provided at the above locations, and to use for this purpose \$81,000 in Conventional Public Housing Program funds, allocated by the U.S. Department of Housing Urban Development (HUD) for the Carmelitos housing development, and \$50,000 in Conventional Public Housing Program funds, allocated by HUD, for as-needed Countywide services, to be effective following approval as to form by County Counsel and execution by all parties.
3. Recommend that the Board of Commissioners authorize the Executive Director to approve amendments to the one-year Contract, following approval as to form by County Counsel, to extend the term of the Contract for a maximum of two years, in one-year increments, at the same annual cost, using Conventional Public Housing Program funds to be approved through the annual budget process.
4. Recommend that the Board of Commissioners authorize the Executive Director to execute all necessary administrative amendments to the Contract, as well as any amendments to increase the compensation amount, in an amount not to exceed 25 percent per year, following approval as to form by County Counsel, to provide for any additional unforeseen needed supplemental law enforcement services, using the same yearly source of funds described above.

On Motion by Commissioner Nowden, seconded by Commissioner Aszkenazy, and unanimously carried, the following was approved by the Housing Commission:

APPROVE SUPPLEMENTAL LAW ENFORCEMENT SERVICES CONTRACT FOR
UJIMA VILLAGE HOUSING DEVELOPMENT (2)
AGENDA ITEM NO. 15

1. Recommend that the Board of Commissioners find that supplemental law enforcement services to be performed at the Ujima Village housing development, located at 941 East 126th Street in unincorporated Los Angeles County, are excluded from provisions of the California Environmental Quality Act (CEQA), because these services do not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute a one-year Contract, presented in substantially final form, with Platt Security, Inc. for supplemental

law enforcement services at the Ujima Village housing development, to be effective following approval as to form by County Counsel and execution by all parties; and to use for this purpose a total of \$60,000 in Ujima Village Operating Funds, allocated by the U.S. Department of Housing and Urban Development (HUD).

3. Recommend that the Board of Commissioners authorize the Executive Director to approve amendments to the one-year Contract, following approval as to form by County Counsel, to extend the term of the Contract for a maximum of two years, in one-year increments, at a cost \$60,000 per year, using funds to be approved through the annual budget process.
4. Recommend that the Board of Commissioners authorize the Executive Director to execute all necessary administrative amendments to the Contract, as well as any amendments to increase the compensation amount, in an amount not to exceed \$15,000 per year, following approval as to form by County Counsel, to provide for any additional unforeseen needed supplemental law enforcement services, using the same yearly source of funds described above.

On Motion by Commissioner Aszkenazy, seconded by Commissioner Nowden, and unanimously carried, the following was approved by the Housing Commission:

**APPROVE PEST CONTROL CONTRACT FOR ALL HOUSING AUTHORITY HOUSNG DEVELOPMENTS LOCATED WITHIN LOS ANGELES COUNTY (3)
AGENDA ITEM NO. 16**

1. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute a one-year Pest Control Services Contract (Contracts) with Cats USA Pest Control, Inc. and American City Pest Control, Inc., presented in substantially final form, to provide pest control services at all housing developments owned or managed by the Housing Authority, to be effective following approval as to form by County Counsel and execution by all parties; and to use for this purpose a maximum aggregate amount not to exceed \$66,996 in Conventional Public Housing Program funds allocated by the U.S. Department of Housing and Urban Development (HUD).
2. Recommend that the Board of Commissioners authorize the Executive Director to execute Contract amendments, following approval as to form by County Counsel, to incorporate specific sites, increase compensation amounts as provided herein, and to extend the Contract term for a maximum of two years, in one-year increments, at the same yearly aggregate amount of \$66,996, using the same source of funds.

3. Recommend that the Board of Commissioners authorize the Executive Director to execute amendments to the Contracts, following approval as to form by County Counsel, in an aggregate amount not to exceed \$16,750 per Contract year, to cover any unforeseen needed pest control services, using the same source of funds.

On Motion by Commissioner Gabriel, seconded by Commissioner Aszkenazy, and unanimously carried, the following was approved by the Housing Commission:

APPROVE HEARING OFFICER SERVICES CONTRACTS FOR THE HOUSING
AUTHORITY (ALL DISTRICTS)
AGENDA ITEM NO. 17

1. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute two one-year Contracts for Hearing Officer Services (Contracts), presented in substantially final form, and all related documents, with The ADR Coach and A.L. Brown and Associates, to provide hearing officer services for formal dispute hearings conducted by the Housing Authority, to be effective for approval as to form by County Counsel and executed by all parties; and to use for this purpose a maximum aggregate amount of \$85,000, comprised of \$15,000 in Conventional Public Housing Program funds allocated by the U.S. Department of Housing and Urban Development (HUD) and \$70,000 in Housing Choice Voucher Program (Section 8 Program) funds allocated by HUD.
2. Recommend that the Board of Commissioners authorize the Executive Director to execute amendments to the one-year Contracts, following approval as to form by County Counsel, to extend the term of the Contracts for a maximum of two years, in one-year increments, at the same maximum aggregate amount of \$85,000 per year, using funds to be approved through the annual budget process.
3. Recommend that the Board of Commissioners authorize the Executive Director to execute all necessary administrative amendments to the Contracts as well as any amendments to increase the compensation.

Agenda Item No. 9 - Housing Commissioner Comments and Recommendations for Future Agenda Items

Sharon M.Y. Lowe was presented with a plaque in recognition and appreciation for her time and dedicated service during her tenure as a member of the Los Angeles County Housing Commission.

The next scheduled meeting of the Housing Commission will be held at 12:00 Noon on Wednesday, March 22, 2006, at the Lancaster Homes housing development located at 711 Jackman Street, Lancaster, CA 93534. NOTE: The meeting of March 22, 2006, was subsequently cancelled.

Commissioner Porter reminded the Commissioners to destroy old Housing Commission rosters, which contain confidential information, and to recycle agenda index tabs by returning them to Alice or Marisol.


An announcement was made for Housing Commissioners to advise Alice or Marisol know if they are interested in attending the 2006 Commissioners' Leadership Conference on Thursday, May 25, 2006. There will be more information forthcoming. The County's Quality and Productivity Commission is hosting the conference.

Commissioner Aszkenazy inquired if the Housing Authority is addressing diabetes and childhood obesity at our housing sites. Maria Badrakhan responded that this is being addressed through the Community Development Foundation. Staff will also be holding a youth conference this Saturday for teenagers from all our large housing developments, and there will be wellness and leadership components.

Commissioner Porter thanked Becky Craigo for the flyers on Tenant Talk and House Notes.

On Motion by Commissioner Gabriel, the Regular Meeting of February 22, 2006, was adjourned at 2:05 p.m.

Respectfully submitted,


for CARLOS JACKSON
Secretary -Treasurer

Housing Authority - County of Los Angeles

FOR YOUR INFORMATION ONLY

March 22, 2006

TO: Housing Commissioners
FROM: Rebecca L. Craig, Director
Assisted Housing Division
RE: **THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM**

FSS Program Update

For the month of February, FSS provided bus passes to 5 working families to assist with their commute to work and/or school. Resource information for employment opportunities, budgeting, saving money tips and homeownership workshops were handed out to 25 FSS participants during February's re-issuance appointments. FSS staff also met with and assisted 20 additional FSS participants during the month of February with supportive services information and general Section 8 questions.

On February 15, 2006, FSS Staff attended a Partners for Progress meeting to discuss preliminary plans for the Job Fair scheduled for May 17, 2006. Proposed activities for the job fair include resume writing, dressing for success and job retention workshops as well as meeting with employers. FSS and Partners for Progress will host the Job Fair on May 17, 2006 at the Community Resource Center located at 10750 Laurel Avenue, Whittier. Flyers will be mailed to all FSS participants.

Graduates

There were no graduates this month. The total number of graduates to date is 148.

If you have any questions, please call me at (562) 347-4880.

RLC:MF:CL:dt
Commissionreport0306

Housing Authority - County of Los Angeles

FOR YOUR INFORMATION ONLY

April 26, 2006

TO: Housing Commissioners
FROM: Rebecca L. Craig, Director
Assisted Housing Division
RE: **THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM**

FSS Program Update

- For the month of March, FSS provided bus passes to 5 working families to assist with their commute to work and/or school.
- Resource information for employment opportunities, budgeting, money saving tips and homeownership workshops were handed out to 9 FSS participants during March re-issuance appointments.
- FSS staff met with and assisted 44 additional FSS participants during the month of March with supportive services information and general Section 8 questions.
- FSS assisted FSS clients during tax season by referring 3 participants to Volunteer Income Tax Assistance (VITA) for tax preparation.

During the first week of March, FSS staff in partnership with the Community Development Foundation (CDF), mailed out the application form for the Community Development Foundation/Housing Authority 2006 Resident Scholarship Initiative to all FSS participants. This event was also highlighted in the Winter Tenant Talk sent to all Section 8 participants. In addition, a notice was sent to all Public Housing residents with their February 2006 rent statements. The scholarship recipients will be awarded at the CDF's Annual Donor Brunch on July 27, 2006 at Harbor Hills.

Graduates

There were no graduates this month. The total number of graduates to date is 148.

If you have any questions, please call me at (562) 347-4880.

RLC:MF:CL:dt
Commissionreport0106



MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Joanne Sturges, Acting Executive Officer
Clerk of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

FOR YOUR INFORMATION ONLY

Chief Administrative Officer

At its meeting held March 21, 2006, the Board took the following action:

75-D

Supervisor Antonovich made the following statement:

"There have been several reports of individuals who claim only welfare as income to obtain Housing and Urban Development Section 8 housing benefits. These same persons then falsify a few pay stubs to qualify for child care benefits while at the same time claiming to be an In Home Support Services caregiver for a person who lives in another city. All three programs are being defrauded and perpetrators are collecting thousands of dollars a month.

"In addition to the efforts of the Department of Public Social Services (DPSS) to eradicate welfare fraud, a consolidated database among Los Angeles Community Development Commission, DPSS and other County agencies who distribute public assistance could further assist in the prevention of public assistance fraud. This database would have to rely on information technology and legal restrictions on confidentiality."

Therefore, on motion of Supervisor Antonovich, seconded by Supervisor Molina, unanimously carried, the Board took the following actions:

1. Directed the Chief Administrative Officer to convene a taskforce with members from the Community Development Commission, Departments of Children and Family Services, Child Support Services, District Attorney, Public Social Services, County Counsel, the Chief Information Office and the Auditor-Controller, to develop a consolidated database for checking for public assistance fraud; and

(Continued on Page 2)

75-D (Continued)

2. Directed the taskforce to report back to the Board by May 2, 2006, on a means to fund such a database, including grants from the Quality and Productivity Commission for a pilot project.

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Copies distributed:

- Each Supervisor
- District Attorney
- County Counsel
- Auditor-Controller
- Chief Information Officer
- Director of Child Support Services
- Director of Children and Family Services
- Director of Public Social Services
- Executive Director of the Community Development Commission
- Chair, Quality and Productivity Commission



MINUTES OF THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Joanne Sturges, Acting Executive Officer-
Clerk of the Board of Commissioners
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

FOR YOUR INFORMATION ONLY

Executive Director of the Housing Authority

At its meeting held March 28, 2006, the Board, acting as the Board of Commissioners of the Housing Authority, took the following action:

2-H

The following statement was entered into the record for Supervisor Burke:

"In accordance with the Quality Housing and Work Responsibility Act of 1998, the Housing Authority is required to complete an Annual Plan that identifies program goals, major policies, and financial resources for both the Conventional Public Housing and Section 8 Tenant-Based Programs.

"The Housing Authority is proposing to further modify the existing Section 8 Homeless set-aside program, which requires a change to the Annual Plan presented on today's agenda. The current Section 8 Homeless set-aside program has 150 vouchers. In the Annual Plan Board Letter, the Housing Authority proposed to expand the existing Section 8 Homeless set-aside program, to include 50 additional vouchers for families that were both homeless and disabled.

"The Housing Authority further proposes to expand the homeless definition for these 50 additional vouchers to include individuals who were previously housed, but due to an illness were hospitalized and have lost their housing. This will allow the Housing Authority to provide assistance to these individuals upon release from the hospital. The Housing Authority will receive referrals directly from the Los Angeles County Department of Health Services (DHS) for these additional vouchers.

(Continued on Page 2)

2-H (Continued)

"I therefore recommend that the Board of Commissioners of the Housing Authority:

1. Instruct the Executive Director of the Housing Authority to amend the current Annual Plan to expand the exiting Section 8 Homeless set-aside program and to expand the homeless definition for these 50 additional vouchers to include individuals who were previously housed, but due to an illness were hospitalized and have lost their housing; and
2. Instruct the Executive Director of the Housing Authority to enter into a Memorandum of Understanding with the Los Angeles County Department of Health Services to receive referrals and support services for individuals who were previously housed, but due to an illness were hospitalized and have lost their housing."

After further discussion, Supervisor Burke made the following statement:

"In accordance with Code of Federal Regulation 24 Part 982.306 the Executive Director of the Housing Authority has the authority to terminate an owner's Section 8 contract for violations. Furthermore, in accordance with CFR 24 Part 982.453 the Executive Director has the authority to disapprove an owner or prevent an owner from future participation in the Section 8 program. Based on comments received during the public comment period, I recommend modifying the Section 8 owner disapproval policy and the Section 8 termination of the Housing Assistance Payment (HAP) contract policy, both included in the Housing Authority's Annual Plan."

Therefore on motion of Supervisor Burke, seconded by Supervisor Yaroslavsky, unanimously carried, the Board acting as the Board of Commissioners of the Housing Authority, instructed the Executive Director of the Housing Authority to take the following actions:

1. Amend the current Annual Plan to expand the exiting Section 8 Homeless set-aside program and to expand the homeless definition for these 50 additional vouchers to include individuals who were previously housed, but due to an illness were hospitalized and have lost their housing.

(Continued on Page 3)

2-H (Continued)

2. Enter into a Memorandum of Understanding with the Los Angeles County Department of Health Services to receive referrals and support services for individuals who were previously housed, but due to an illness were hospitalized and have lost their housing
3. Amend the Annual Plan to modify the disapproval timeframe from 10 years to up to 10 years for owners whose Housing Assistance Payments (HAP) contracts are terminated for any drug-related or violent criminal activity and from three years to up to five years for owners whose HAP contracts are terminated for the commission of fraud, bribery or any other corrupt act in connection with any federal housing program;
4. Modify the owner disapproval policy to expand the list of reasons for owner disapproval and to implement a process by which owners can appeal the Housing Authority's disapproval decision;
5. Establish guidelines to be used in determining cancellation of HAP contracts in accordance with 24 CFR 982.453; and
6. Present a report to the Board at a later date outlining the above policy changes.

03032806_2-H

Attachment

Copies distributed:

Each Supervisor
Chief Administrative Officer
County Counsel

(ALSO SEE BOARD ORDER NO. 1-H THIS DATE)

Housing Authority - County of Los Angeles

April 26, 2006

FOR YOUR INFORMATION ONLY

TO: Housing Commissioners
FROM: Bobbette Glover, Assistant Executive Director

**SUBJECT: SUPERVISOR ANTONOVICH MOTION AND RECOMMENDATIONS
REGARDING THE HOUSING CHOICE VOUCHER (SECTION 8)
PROGRAM**

On February 7, 2005 Supervisor Michael Antonovich introduced, and the Board approved, the attached motion (Attachment 1) making several recommendations for changes in the administration of the Housing Choice Voucher (Section 8) Program. Our report (Attachment 2) is attached for your review. The following provides a summary of the recommendations on which we have taken action.

Recommendation #2 – The draft letter (Attachment 2) was provided to the Board as an attachment to the February 21st report. It has not been sent.

Recommendation #3 – The letter to Cecilia Ross of HUD is attached (Attachment 3), with a sample “crime-free” lease addendum. We have not yet received a response.

Recommendation #4 – Attached is Assembly Bill 2839 (Attachment 4) recently introduced by Assemblywoman Sharon Runner. It makes it mandatory for all housing authorities in the State to require every Section 8 landlord to utilize a “crime-free” lease addendum for their subsidized units. This bill applies to Section 8 landlords, only. To date, the Board has not taken a position to support or oppose this bill. I will provide you with a status on the Bill at the Housing Commission meeting.

Recommendation #5 – Attached is State Senate Bill 1813 (Attachment 5), introduced by Senator George Runner, which adds the Cities of Lancaster, Palmdale and Victorville to the list of “specified cities” who are authorized to bring unlawful detainer actions “on behalf of the people”. Currently, only the Cities of Los Angeles, Long Beach, San Diego and Oakland have the authority under State law.

If a tenant uses his/her property for drug sales or violates certain nuisance provisions, the property owner is required to file an unlawful detainer if the tenant does not vacate the premises. This bill authorizes a city attorney to file to evict the tenant if the owner fails to, or to accept the assignment from the owner. The owner may be required to pay a fee to the city attorney in either case.

The Board has not taken a position on this bill. At the next meeting, I will provide you with an update on the Bill’s status.

We are still awaiting Board direction on their desire to have us implement any or all of the recommendations.

Attachments

AGN. NO. _____

MOTION BY MAYOR MICHAEL D. ANTONOVICH

FEBRUARY 7, 2006

Section 8 Housing Enforcement continues to be a major issue throughout Los Angeles County. In Antelope Valley, there were discussions with the City of Lancaster which lead to a partnership with both Lancaster and Palmdale and the County focusing on Section 8 Housing oversight and enforcement. Last year my office provided \$75,000, Lancaster contributed \$50,000, and Palmdale contributed \$25,000, to hire additional Housing Authority investigators. The increased enforcement has resulted in the termination of benefits for 148 individuals who have violated the terms of their lease and, in addition, five people have been criminally charged with grand theft for fraudulently receiving Section 8 benefits. Despite the increased enforcement, and as recent press reports have indicated, a substantial amount of fraud and criminal activity is still occurring within some Section 8 units. This is unacceptable to Section 8 residents who are abiding by the law and the communities in which these Section 8 homes are located.

The County's Housing Authority currently takes a portion of the funds provided by the United States Department of Housing & Urban Development (HUD) for their Section 8 program and devotes it to oversight and enforcement. To enhance the County's enforcement efforts it is vital that HUD, or Congress through legislation, allocate dedicated funding to local government for enforcement programs in Section 8 units.

- M O R E -

MOTION

MOLINA	_____
BURKE	_____
YAROSLAVSKY	_____
KNABE	_____
ANTONOVICH	_____

I, THEREFORE, MOVE that the Board of Supervisors direct the Executive Director of the Housing Authority of the County of Los Angeles to report to the Board of Supervisors within 14 days on the following:

- Identify appropriate funding sources to fund the County's portion of increased Section 8 enforcement efforts, and work with the cities of Lancaster and Palmdale to secure matching contributions.
- Prepare a five-signature Board letter to the Secretary of the United States Department of Housing & Urban Development, the President, and the California Congressional delegation, requesting additional HUD resources to housing authorities dedicated to enforcement programs to eliminate fraud and criminal activity.
- Provide Section 8 landlords with a proposed "crime-free" lease amendment, which they could voluntarily incorporate into their leases, and secure the consent of United States Department of Housing & Urban Development to require that Section 8 landlords incorporate a "crime-free" lease amendment.
- Support the introduction of State legislation to amend the California Health and Safety Code to require that Section 8 landlords incorporate a "crime-free" lease amendment.
- Develop policy to mandate Section 8 landlords to initiate eviction proceedings against Section 8 tenants immediately upon discovery of felonies, violation of probation, sex offenses, and/or drug-related activity.
- Prepare and implement a public outreach program to publicize the Housing Authority's toll-free hot-line telephone number for immediate investigations and reports concerning illegal activity and fraud in Section 8 units.

#

February 21, 2006

To: Each Supervisor
From: Carlos Jackson, Executive Director

**SUBJECT: SECTION 8 HOUSING OVERSIGHT AND ENFORCEMENT
BOARD REQUESTED REPORT – SYN. #52-B**

The following is provided pursuant to the Motion by Supervisor Antonovich at the meeting of February 7, 2006, Supplemental Agenda, Item 52-A. The Motion directed the Housing Authority to report back to the Board on issues related to Section 8 Program oversight and enforcement.

1. *Identify Funding for Section 8 Enforcement Efforts and Work with the Cities of Lancaster and Palmdale to Secure Matching Funds.*

A thorough search of State, Federal and foundation sources indicates that funding is not available for enforcement efforts. However, a Federal Fiscal Year 2007 earmark request is being made for \$750,000 per year, for a total of two years, to support the Housing Authority's Community Crime Prevention Housing Program to prevent and eliminate criminal activity in housing units. The program operates in partnership with the County Sheriff's Department. The requested funds would cover half of the cost for contracts with the Sheriff's department for enforcement within public housing, and half of the salaries for five Investigators within the Housing Authority's Investigations Unit that focuses on the Section 8 Program. Funds are also being requested for one additional Fraud Analyst and increased closed circuit television capability at some public housing sites.

In 2004 and 2005, the Fifth Supervisorial District allocated approximately \$75,000 for enforcement and investigative services in the Antelope Valley. These funds were matched by a total of approximately \$105,000 in funding from both the Cities of Lancaster and Palmdale. This year, County funds will be doubled for this area. Discussions are currently taking place with the Fifth District regarding the specific use of the additional funds.

In addition, the Housing Authority has been in negotiations with the Cities of Bellflower and Paramount to provide city funds for Section 8 Program enforcement and investigative services for the respective areas. The required

agreements are being finalized and will be presented for Board approval within the next few months.

2. *Prepare a Five-Signature Letter to President Bush and Others Requesting Additional HUD Resources for Enforcement Programs.*

A draft five-signature letter has been prepared requesting additional funding for enforcement efforts, and is provided as Attachment A. The Housing Authority will prepare a Motion to place this matter on the agenda for a vote of the Board, if requested.

3. *Provide Section 8 Landlords with "crime free" Lease Addendum for voluntary implementation, then seek HUD approval to require implementation.*

The Housing Authority has submitted to HUD's Field Office, Region IX, a request to approve a "crime free" Lease Addendum for use by Section 8 Program Landlords, first on a voluntary basis and later as a program requirement. The Addendum between the Tenant and Landlord would require that the Tenant, members of the Tenant household, guests or other persons under the Tenant's control not engage in criminal activity on or near subsidized properties. Criminal activity includes criminal street gang activity, unlawful use and discharge of firearms, sexual offenses, and other offenses that jeopardize the health, safety and welfare of others on or about the premises. Violations would be considered cause for the immediate termination of tenancy.

In addition, the Housing Authority's current sample lease and the HUD-mandated lease addendum authorizes the Landlord to terminate the Lease Agreement at any time for good cause and to evict the Tenant. This information is also reviewed in owner workshops that are part of the Housing Authority's ongoing education program, included in the orientation packet for new or interested owners and regularly discussed in House Notes, the owner newsletter. Regular workshops are held to stress the importance of conducting rental history screenings by speaking with former owners, performing credit checks and visiting the residences of prospective Tenants. Workshops also focus on preventing Landlord fraud. During 2006, six workshops will be held at various locations throughout the County. Future issues of the House Notes newsletter will emphasize actions that can be taken by Landlords to prevent fraud, along with the toll-free number to report criminal activity committed by both Landlords and Tenants. The Winter 2006

edition included an article regarding a Palmdale Tenant who was recently convicted of Section 8 Program fraud.

The Housing Authority also encourages owners to review the Landlord-Tenant Guidebook prepared by the State Department of Consumer Affairs and other related materials on effective property management.

4. *Support Introduction of State Legislation to Amend Health and Safety Code to include "crime free" Lease Amendment.*

State law currently mandates subsidized housing requirements. Amendment of the Health and Safety Code to impose a "crime free" Lease Amendment solely for the Section 8 Program could be viewed as discriminatory, and it is likely that the Amendment would have to apply to subsidized housing Statewide. Furthermore, applying the "crime free" requirement solely to one program could be met with opposition from interest groups working to protect the rights of low-income families.

Board approval would be required in order to proceed with the proposed amendment to the Health and Safety Code. If instructed, the Housing Authority will prepare a Motion for Board approval, after which an author could be identified to introduce legislation.

5. *Develop Policy Mandating Section 8 Landlords to Initiate Eviction Proceedings Against Section 8 Tenants Immediately Upon Discovery of Specific Criminal Activities.*

The Housing Authority does not currently have the authority to mandate that a Landlord initiate eviction proceedings against a Tenant, and accordingly has not established a related policy. Such authority could only be obtained by amending the Health and Safety Code and would have to apply Statewide.

While the City of Long Beach has pursued such a change primarily as a criminal nuisance abatement tool, this is currently a pilot program with broad application and not limited to the Section 8 Program. If the Housing Authority were to pursue such a change, this could be viewed as selective enforcement that discriminates against Section 8 Tenants. The implementation of forced evictions could also impose an undue burden on the District Attorney's Office that would have the future responsibility of prosecuting these cases.

Each Supervisor
February 21, 2006
Page Four

6. *Prepare and Implement a Public Outreach Program to publicize the Housing Authority's toll-free hotline for reporting illegal activity in Section 8 Units.*

The Housing Authority will increase its efforts to publicize the toll-free hotline for reporting illegal activity in Section 8 Program units, including:

- Continue regular anti-fraud announcements and articles in the House Notes and Tenant Talk newsletters.
- Continue regular workshops for property owners to increase awareness about their rights to terminate tenancies and report fraud, and to also build awareness regarding Landlord-related fraud.
- Distribute anti-fraud posters at Housing Authority administrative offices, lobbies and management offices.
- Place regular display advertisements in various newspapers Countywide to publicize the fraud hotline.
- Continue issuing fraud warnings on Housing Authority and Community Development Commission websites, including fraud@lacdc.org, and expand efforts to include County and Board Office websites.
- List the toll free hotline with the County operator.
- Include anti-fraud warnings in annual re-examination notices and related materials sent to Tenants and Landlords.

Should you have questions regarding the above, please contact me or Bobbette A. Glover, Assistant Executive Director, at (323) 890-7402.

CJ:GM:
Attachment

c: Executive Officer, Board of Supervisors

February 21, 2006

Alfonso Jackson, Secretary
U.S. Department of Housing and
Urban Development
751 Seventh Street, S.W.
Washington D.C.

Dear Secretary Jackson:

FRAUD ENFORCEMENT FUNDING IN PUBLICLY-ASSISTED HOUSING

As Congress begins debating the Federal Fiscal Year (FFY) 2007 Appropriations, we are writing to request consideration of additional resources within the U.S. Department of Housing and Urban Development's (HUD) budget for Public Housing Authorities (PHAs) for the prevention and intervention of fraud and other criminal activity in the Section 8 Housing Choice Voucher and Public Housing Programs.

In FFY 2002, the Public Housing Drug Elimination Program (PHDEP) was eliminated. This program, which was authorized in 1990, provided funding to PHAs for the prevention of crime and drug use in Public Housing. With this funding, the County's Housing Authority experienced a 67 percent reduction in criminal activity at our Public Housing developments.

Without a dedicated funding source, PHAs struggle to maintain program integrity. The County's Housing Authority conducts thorough screenings of its Public Housing and Section 8 applicants, however, it is difficult to monitor what happens once a family enters the program. Funding is needed to assist PHAs in their efforts to eliminate fraud and criminal activities once families enter publicly-assisted housing.

We are requesting that you consider the reinstatement of the PHDEP program in FFY 2007 and ensure that this funding can be used for the prevention and intervention of crime and drug-use in both the Public Housing and Section 8 programs. If the PHDEP program is not reinstated, we ask that another dedicated source of funding be appropriated or additional funding be provided to

PHAs through their existing funding sources so that they can adequately address fraud and crime in their programs.

Thank you for your consideration.

Sincerely,

MICHAEL D. ANTONOVICH
MAYOR, LOS ANGELES COUNTY
SUPERVISOR, 5TH DISTRICT

GLORIA MOLINA
SUPERVISOR, 1ST DISTRICT

YVONNE BRATHWAITE BURKE
SUPERVISOR, 2ND DISTRICT

ZEV YAROSLAVSKY
SUPERVISOR, 3RD DISTRICT

DON KNABE
SUPERVISOR, 4TH DISTRICT




Carlos Jackson
Executive Director

**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office
2 Coral Circle • Monterey Park, CA 91755
www.lacdc.org

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

ASSISTED HOUSING DIVISION

12131 Telegraph Road • Santa Fe Springs, CA 90670 
Tel: 562.347.4663 • TDD: 562.906.4928

ATTACHMENT 3

February 15, 2006

Cecilia Ross, Director
U.S. Department of Housing
and Urban Development
Los Angeles Field Office, Region IX
611 West 6th Street, Suite 1040
Los Angeles, CA 90017

Dear Ms. Ross:

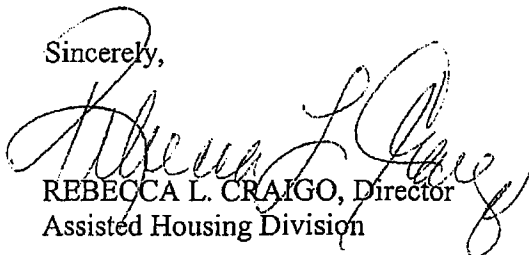
The Housing Authority of the County of Los Angeles (HACoLA) is committed to ensuring the integrity of its housing assistance programs. As part of this commitment, the HACoLA will provide a Crime-free Lease Addendum to Section 8 Landlords, which they could voluntarily utilize.

However, HACoLA would like to make this a requirement and is therefore seeking your approval to require its participating landlords to incorporate a Crime-free Lease Addendum as part of their lease agreement.

A copy of the Crime-free Lease Addendum is enclosed for your review.

Please call me at 562.347.4663, x8611, if you have any questions regarding this matter.

Sincerely,


REBECCA L. CRAIG, Director
Assisted Housing Division

RLC:MQH:ka
AHV-HUD crime-free lease addendum

Enclosure



CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any members of the tenant's household or guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Tenant, any member of the tenant's household or guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Tenants or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or guest.
- 4. Tenant, any member of the tenant's household or a guest, or another person under the tenant's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near the dwelling unit premises or otherwise.
5. Tenant, any member of the tenant's household, or guest or another person under the tenant's control shall not engage in any illegal activity, including: prostitution as defined in Penal Code § 647(b); criminal street gang activity, as defined in Penal Code §186.20 et seq.; assault and battery, as prohibited in Penal Code §240; burglary, as prohibited in Penal Code §459; the unlawful use and discharge of firearms, as prohibited in Penal Code §245; sexual offenses, as prohibited in Penal Code §269 and 288, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. In signing this LEASE ADDENDUM, the Tenants authorize the Owner or Owner's Agent to release their rental information to law enforcement officials upon request.
9. The LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Tenant.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Property Manager's Signature: _____ Date: _____

Property Name: _____

AMENDED IN ASSEMBLY APRIL 6, 2006

CALIFORNIA LEGISLATURE—2005–06 REGULAR SESSION

ASSEMBLY BILL

No. 2839

Introduced by Assembly Member Sharon Runner

February 24, 2006

~~An act to amend Section 1941.2 of the Civil Code, relating to tenancy.~~ *An act to add Section 34335 to the Health and Safety Code, relating to housing.*

LEGISLATIVE COUNSEL'S DIGEST

AB 2839, as amended, Sharon Runner. Tenancy.

Existing federal law provides housing assistance to low-income individuals and households in the form of vouchers commonly known as Section 8 vouchers. Existing law provides for the establishment of county and city housing authorities for the purpose of securing the financial aid of the federal government in the operation of housing projects for low-income individuals and households.

This bill would require a lease agreement between the authority or a private landlord and the recipient of federal housing assistance under the housing choice voucher program that is entered into or renewed on or after January 1, 2007, to contain a provision by which the tenant agrees that he or she, members of the household, and guests will not engage in specified activities, including criminal or illegal activities, or permit the dwelling unit to be used for or to facilitate criminal activity. The bill would provide that a single violation of the provision prohibiting that activity is a material and irreparable violation of the lease and good cause for immediate termination of the tenancy. The bill would provide that proof of violation does not a

require criminal conviction, but would be by a preponderance of the evidence.

~~Existing law requires a landlord to make a dwelling tenantable in absence of an express agreement to the contrary. Existing law excuses this duty if the tenant is in violation of certain obligations, and the tenant's violation contributes substantially to the condition that makes the dwelling untenable or interferes substantially with the landlord's attempts to make the dwelling tenantable.~~

~~This bill would make nonsubstantive, technical changes to these provisions.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~ yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 34335 is added to the Health and Safety
2 Code, to read:

3 34335. (a) To the extent permitted by federal law, a lease
4 agreement between the authority or a private landlord and the
5 recipient of housing assistance under a housing choice voucher
6 program of the United States Housing Act of 1937 (42 U.S.C.
7 Sec. 1437f) that is entered into or renewed on or after January 1,
8 2007, shall contain a provision by which the tenant agrees that
9 he or she, members of the household, and guests will not engage
10 in any of the activities listed in subdivision (c) or permit the
11 dwelling unit to be used for or to facilitate criminal activity,
12 regardless of whether the individual engaging in the activity is a
13 member of the household or a guest.

14 (b) The lease agreement shall provide that a single violation of
15 the provision required pursuant to this section is a material and
16 irreparable violation of the lease and good cause for immediate
17 termination of the tenancy. Proof of violation does not require a
18 criminal conviction, but shall be by a preponderance of the
19 evidence.

20 (c) The following shall be prohibited activities pursuant to
21 subdivision (a):

22 (1) Criminal activity, including drug related criminal activity,
23 on or near the premises on which the dwelling unit is located.
24 "Drug related criminal activity" means the illegal manufacture,

1 *sale, distribution, use, or possession with intent to manufacture,*
2 *sell, distribute, or use an illegal or controlled substance.*

3 *(2) Acts intended to facilitate criminal activity.*

4 *(3) Unlawful manufacturing, selling, using storing, keeping, or*
5 *giving of an illegal or controlled substance, at any location,*
6 *whether on or near the premises on which the dwelling unit is*
7 *located.*

8 *(4) Illegal activity, including prostitution, criminal street gang*
9 *activity, threatening or intimidating, assault, including, but not*
10 *limited to, the unlawful discharge of a weapon, on or near the*
11 *premises on which the dwelling unit is located.*

12 *(5) A breach of the lease agreement that otherwise jeopardizes*
13 *the health, safety, and welfare of the landlord, the landlord's*
14 *agent, or other tenant or involving imminent or actual serious*
15 *property damage.*

16 **SECTION 1.** ~~Section 1941.2 of the Civil Code is amended to~~
17 ~~read:~~

18 ~~1941.2. (a) No duty on the part of the landlord to repair a~~
19 ~~dilapidation shall arise under Section 1941 or 1942 if the tenant~~
20 ~~is in substantial violation of any of the following affirmative~~
21 ~~obligations, provided the tenant's violation contributes~~
22 ~~substantially to the existence of the dilapidation or interferes~~
23 ~~substantially with the landlord's obligation under Section 1941 to~~
24 ~~effect the necessary repairs:~~

25 ~~(1) To keep that part of the premises which he or she occupies~~
26 ~~and uses clean and sanitary as the condition of the premises~~
27 ~~permits.~~

28 ~~(2) To dispose from his or her dwelling unit of all rubbish,~~
29 ~~garbage and other waste, in a clean and sanitary manner.~~

30 ~~(3) To properly use and operate all electrical, gas and~~
31 ~~plumbing fixtures and keep them as clean and sanitary as their~~
32 ~~condition permits.~~

33 ~~(4) Not to permit any person on the premises, with his or her~~
34 ~~permission, to willfully or wantonly destroy, deface, damage,~~
35 ~~impair or remove any part of the structure or dwelling unit or the~~
36 ~~facilities, equipment, or appurtenances thereto, nor himself or~~
37 ~~herself do any such thing.~~

38 ~~(5) To occupy the premises as his or her abode, utilizing~~
39 ~~portions thereof for living, sleeping, cooking or dining purposes~~

1 ~~only which were respectively designed or intended to be used for~~
2 ~~these occupancies.~~
3 ~~(b) Paragraphs (1) and (2) of subdivision (a) shall not apply if~~
4 ~~the landlord has expressly agreed in writing to perform the act or~~
5 ~~acts mentioned therein.~~

BILL NUMBER: SB 1813 AMENDED
BILL TEXT

ATTACHMENT 5

AMENDED IN SENATE MARCH 29, 2006

INTRODUCED BY Senator Runner

FEBRUARY 24, 2006

An act to amend Section 11571.1 of the Health and Safety Code, relating to ~~economic development~~ controlled substances .

LEGISLATIVE COUNSEL'S DIGEST

SB 1813, as amended, Runner ~~Enterprise zones: fee collection.~~ Civil actions: unlawful detainer: controlled substances.

~~The Enterprise Zone Act authorizes the Department of Housing and Community Development to assess and collect fees for its costs in administering the provisions of the act.~~

~~This bill would declare the intent of the Legislature to enact legislation to provide for an expedited process for the collection of those fees.~~

Existing law authorizes certain courts having jurisdiction over specified cities to hear an unlawful detainer action brought by a city attorney or city prosecutor on behalf of the people against any person who remains in possession of leased real property after the lease is terminated because the lessor was using the real property for purposes of selling controlled substances.

This bill would include the cities of Lancaster, Palmdale, and Victorville in the list of specified cities.

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~ yes . State-mandated local program: no.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 11571.1 of the Health and Safety Code is amended to read:

11571.1. (a) To effectuate the purposes of this article, the city prosecutor or city attorney may file, in the name of the people, an action for unlawful detainer against any person who is in violation of the nuisance or illegal purpose provisions of subdivision 4 of Section 1161 of the Code of Civil Procedure, with respect to a controlled substance purpose. In filing this action, which shall be based upon an arrest report or on another action or report by a regulatory or law enforcement agency, the city prosecutor or city attorney shall utilize the procedures set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, except that in cases filed under this section, the following also shall apply:

(1) (A) Prior to filing an action pursuant to this section, the city prosecutor or city attorney shall give 30 calendar days' written notice to the owner, requiring the owner to file an action for the removal of the person who is in violation of the nuisance or illegal

purpose provisions of subdivision 4 of Section 1161 of the Code of Civil Procedure with respect to a controlled substance purpose.

(B) This notice shall include sufficient documentation establishing a violation of the nuisance or illegal purpose provisions of subdivision 4 of Section 1161 of the Code of Civil Procedure and shall be served upon the owner and the tenant in accordance with subdivision (e) of this section.

(C) The notice to the tenant shall also include on the bottom of its front page, in at least 14-point bold type, the following:

"Notice to Tenant: This notice is not a notice of eviction. However, you should know that an eviction action may soon be filed in court against you for suspected drug activity, as described above. You should call (insert name and telephone number of the city attorney or prosecutor pursuing the action) or legal aid to stop the eviction action if any of the following is applicable:

- (i) You are not the person named in this notice.
- (ii) The person named in the notice does not live with you.
- (iii) The person named in the notice has permanently moved.
- (iv) You do not know the person named in the notice.
- (v) You have any other legal defense or legal reason to stop the eviction action.

A list of legal assistance providers is attached to this notice. Some provide free legal help if you are eligible."

(D) The owner shall, within 30 calendar days of the mailing of the written notice, either provide the city prosecutor or city attorney with all relevant information pertaining to the unlawful detainer case, or provide a written explanation setting forth any safety-related reasons for noncompliance, and an assignment to the city prosecutor or city attorney of the right to bring an unlawful detainer action against the tenant.

(E) The assignment shall be on a form provided by the city prosecutor or city attorney and may contain a provision for costs of investigation, discovery, and reasonable attorney's fees, in an amount not to exceed six hundred dollars (\$600).

(F) If the city prosecutor or city attorney accepts the assignment of the right of the owner to bring the unlawful detainer action, the owner shall retain all other rights and duties, including the handling of the tenant's personal property, following issuance of the writ of possession and its delivery to and execution by the appropriate agency.

(2) Upon the failure of the owner to file an action pursuant to this section, or to respond to the city prosecutor or city attorney as provided in paragraph (1), or having filed an action, if the owner fails to prosecute it diligently and in good faith, the city prosecutor or city attorney may file and prosecute the action, and join the owner as a defendant in the action. This action shall have precedence over any similar proceeding thereafter brought by the owner, or to one previously brought by the owner and not prosecuted diligently and in good faith. Service of the summons and complaint upon the defendant owner shall be in accordance with Sections 415.10, 415.20, 415.30, 415.40, and 415.50 of the Code of Civil Procedure.

(3) If a jury or court finds the defendant tenant guilty of unlawful detainer in a case filed pursuant to paragraph (2), the city prosecutor or city attorney may be awarded costs, including the costs of investigation and discovery and reasonable attorney's fees. These costs shall be assessed against the defendant owner, to whom notice was directed pursuant to paragraph (1), and once an abstract of judgment is recorded, it shall constitute a lien on the subject real property.

(4) Nothing in this article shall prevent a local governing body

from adopting and enforcing laws, consistent with this article, relating to drug abatement. Where local laws duplicate or supplement this article, this article shall be construed as providing alternative remedies and not preempting the field.

(5) Nothing in this article shall prevent a tenant from receiving relief against a forfeiture of a lease pursuant to Section 1179 of the Code of Civil Procedure.

(b) In any proceeding brought under this section, the court may, upon a showing of good cause, issue a partial eviction ordering the removal of any person, including, but not limited to, members of the tenant's household if the court finds that the person has engaged in the activities described in subdivision (a). Persons removed pursuant to this section may be permanently barred from returning to or reentering any portion of the entire premises. The court may further order as an express condition of the tenancy that the remaining tenants shall not give permission to or invite any person who has been removed pursuant to this subdivision to return to or reenter any portion of the entire premises.

(c) For the purposes of this section, "controlled substance purpose" means the manufacture, cultivation, importation into the state, transportation, possession, possession for sale, sale, furnishing, administering, or giving away, or providing a place to use or fortification of a place involving, cocaine, phencyclidine, heroin, methamphetamine, or any other controlled substance, in a violation of subdivision (a) of Section 11350, Section 11351, 11351.5, 11352, or 11359, subdivision (a) of Section 11360, or Section 11366, 11366.6, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, or 11383, if the offense occurs on the subject real property and is documented by the observations of a peace officer.

(d) Notwithstanding subdivision (b) of Section 68097.2 of the Government Code, a public entity may waive all or part of the costs incurred in furnishing the testimony of a peace officer in an unlawful detainer action brought pursuant to this section.

(e) The notice and documentation described in paragraph (1) of subdivision (a) shall be given in writing and may be given either by personal delivery or by deposit in the United States mail in a sealed envelope, postage prepaid, addressed to the owner at the address known to the public entity giving the notice, or as shown on the last equalized assessment roll, if not known. Separate notice of not less than 30 calendar days and documentation shall be provided to the tenant in accordance with this subdivision. Service by mail shall be deemed to be completed at the time of deposit in the United States mail. Proof of giving the notice may be made by a declaration signed under penalty of perjury by any employee of the public entity which shows service in conformity with this section.

(f) This section shall only apply to the following courts:

(1) In the County of Los Angeles, any court having jurisdiction over unlawful detainer cases involving real property situated in the City of Los Angeles ~~or in~~ , the City of Long Beach , the City of Lancaster, or in the City of Palmdale

(2) In the County of San Diego, any court having jurisdiction over unlawful detainer cases involving real property situated in the City of San Diego.

(3) In the County of Alameda, any court with jurisdiction over unlawful detainer cases involving real property situated in the City of Oakland.

(4) In the County of San Bernardino, any court having jurisdiction over unlawful detainer cases involving real property situated in the City of Victorville.

(g) (1) The city attorney and city prosecutor of each participating jurisdiction shall provide to the Judicial Council the following information:

(A) The number of notices provided pursuant to paragraph (1) of subdivision (a).

(B) The number of cases filed by an owner, upon notice.

(C) The number of assignments executed by owners to the city attorney or city prosecutor.

(D) The number of three-day, 30-day, or 60-day notices issued by the city attorney or city prosecutor.

(E) The number of cases filed by the city attorney or city prosecutor.

(F) The number of times that an owner is joined as a defendant pursuant to this section.

(G) As to each case filed by an owner, the city attorney, or the city prosecutor, the following information:

(i) The number of judgments ordering an eviction or partial eviction (specify whether default, stipulated, or following trial).

(ii) The number of cases, listed by separate categories, in which the case was withdrawn or in which the tenant prevailed.

(iii) The number of other dispositions (specify disposition).

(iv) The number of defendants represented by counsel.

(v) Whether the case was a trial by the court or a trial by a jury.

(vi) Whether an appeal was taken, and, if so, the result of the appeal.

(vii) The number of cases in which partial eviction was requested, and the number of cases in which the court ordered a partial eviction.

(H) As to each case in which a notice was issued, but no case was filed, the following information:

(i) The number of instances in which a tenant voluntarily vacated the unit.

(ii) The number of instances in which a tenant vacated a unit prior to the providing of the notice.

(iii) The number of cases in which the notice provided pursuant to subdivision (a) was erroneously sent to the tenant. (List reasons, if known, for the erroneously sent notice, such as reliance on information on the suspected controlled substance law violator's name or address that was incorrect; clerical error; or any other reason)

(iv) The number of other resolutions (specify resolution).

(2) (A) Information compiled pursuant to this section shall be reported annually to the Judicial Council on or before January 30 of each year.

(B) The Judicial Council shall thereafter submit a brief report to the Senate and Assembly Committees on the Judiciary once on or before April 15, 2007, and once on or before April 15, 2009, summarizing the information collected pursuant to this section and evaluating the merits of the pilot programs established by this section.

(h) This section shall remain in effect only until January 1, 2010, and as of that date is repealed unless a later enacted statute deletes or extends that date.

~~SECTION 1. It is the intent of the Legislature to enact legislation to provide for an expedited process for the collection of fees for the administration of enterprise zones in the state.~~



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

April 26, 2006

Honorable Housing Commissioners
Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Dear Commissioners:

**APPROVE FUNDING OF HOUSING AUTHORITY PROJECTS WITH FISCAL YEAR
2006-2007 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (ALL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners authorize the Executive Director of the Housing Authority (Executive Director) to accept from the County of Los Angeles an estimated \$1,293,306 in Fiscal Year 2006-2007 (July 1, 2006 to July 30, 2007) Community Development Block Grant (CDBG) funds, and to continue administration of \$250,000 in prior year CDBG funds, as identified in the Housing Authority portion of the Los Angeles Urban County Fiscal Year 2006-2007 One-Year Action Plan (Action Plan) for the allocation of federal funds by the County of Los Angeles; and authorize the Executive Director to use these funds for capital improvements and services for public housing program residents.
2. Recommend that the Board of Commissioners authorize the Executive Director, following approval by the U.S. Department of Housing and Urban Development (HUD), to incorporate the \$1,293,306 in new CDBG funds into the approved Fiscal Year 2006-2007 budget of the Housing Authority.
3. Recommend that the Board of Commissioners authorize the Executive Director or designee to execute CDBG Reimbursable Contracts with the County of Los Angeles to provide funding for the activities described herein, attached in substantially final form, to be effective following approval as to form by County Counsel and execution by all parties.

4. Recommend that the Board of Commissioners authorize the Executive Director or designee to execute a CDBG Reimbursable Contract Amendment with the County of Los Angeles, attached in substantially final form, to extend the contract for the irrigation system repair project at the Nueva Maravilla housing development through June 30, 2007, using \$250,000 in prior-year CDBG funds, to be effective following approval as to form by County Counsel and execution by all parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The National Affordable Housing Act (NAHA) of 1990 (Cranston/Gonzalez Housing Act), as amended in 1992, requires that the County submit a five-year Consolidated Plan for the expenditure of CDBG funds. The Consolidated Plan includes an Action Plan that must be updated each year to define projects and programs to be carried out over a one-year period.

Following approval by the Board, the Action Plan must be submitted to HUD by June 1, 2006.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Fiscal Year 2006-2007 Action Plan includes CDBG funds totaling an estimated \$54,812,538 comprised of new funds, prior year funds, and anticipated program income. These funds will be allocated to the five Supervisorial Districts, 47 participating cities, the Housing Authority, and approximately 60 non-profit entities to implement the projects and programs described therein.

The Action Plan includes seven new Housing Authority projects receiving \$1,293,306 in Fiscal Year 2006-2007 CDBG funds, which will be incorporated into the Housing Authority's approved Fiscal Year 2006-2007 budget, and one continuing project. Funding for the continuing project, in the amount of \$250,000 in prior year CDBG funds, will be incorporated into the Fiscal Year 2006-2007 budget through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On May 24, 2005, the Board approved the Fiscal Year 2005-2006 Action Plan. The current Action Plan ends on June 30, 2006, and a new Action Plan must be adopted by the Board to receive continued funding from HUD. The Fiscal Year 2006-2007 Action Plan includes a description of the activities to be undertaken during the year to address the objectives of the Consolidated Plan's five-year strategy, including the following Housing Authority projects:

New Projects

Housing Development	Project Description	Funding
Ujima Village	Information technology consultation and computer training through the Magic Johnson Inventor Center at Ujima Village, which will benefit Ujima Village residents and the surrounding community.	\$50,000
Carmelitos	Recreational and educational services provided through the Resident Initiative Program to strengthen, empower and enhance the life opportunities of Carmelitos residents.	\$121,245
Carmelitos	Expanded supplemental law enforcement services that will focus on gang activity at the Carmelitos housing development.	\$80,000
Carmelitos, Harbor Hills, and Nueva Maravilla	Supportive resident/tenant services, provided through Family Learning Centers, which include homework assistance, English as a Second Language program, computer literacy, arts and crafts, computer training, and expanded computer access.	\$342,046
Carmelitos, Harbor Hills, Nueva Maravilla, and Sundance Vista	Supportive services, provided through the Family Resource Centers, which include family and individual counseling, academic and career counseling, parenting programs, senior services, conflict resolution and drug awareness, and truancy prevention.	\$394,051
Harbor Hills	Recreational and other enrichment activities at the Harbor Hills Community Center, which include arts and crafts, field trips, music, drama, dance, physical fitness, leadership, community services, and cultural and holiday events.	\$55,964
Herbert Apartments, Athens III, Marina Manor I and II, Harbor Hills, and Lancaster Homes	Installation and maintenance of closed circuit television systems, with the intent of reducing crime and improving the quality of life for public housing residents.	\$250,000

Continuing Project

Housing Development	Project Description	Funding
Nueva Maravilla	Replacement of irrigation system sprinkler heads, new master controllers, and wiring and conduit.	\$250,000

All public noticing required under 24 Code of Federal Regulations Part 91, Section 91.105 of the NAHA for approval of the Action Plan will have been satisfied prior to the presentation to the Board. A total of five community meetings were held in September and October 2005. Comments received at these meetings were incorporated into the Action Plan and posted on the Commission's website in early April 2006 to update the public regarding the comments received at these meetings.

Notice of the 30-day public comment period and public hearing was published on April 21, 2006 in newspapers of general circulation throughout the County, and copies of the proposed Action Plan are available for public review at 29 libraries. The public comment period will conclude on May 23, 2006, the day of the public hearing, which will be convened by the Board for approval of the Action Plan.

Projects proposed in the Action Plan are being federally-funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, the Housing Authority will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

Detailed descriptions and funding allocations of Housing Authority projects receiving Fiscal Year 2006-2007 CDBG funds and prior years' funds, a sample standard CDBG Reimbursable Contract, and a sample standard CDBG Reimbursable Contract Amendment to be used for the various projects and activities described in the Action Plan, are provided as Attachments A, B, and C, respectively.

This letter has been reviewed by County Counsel. CDBG Reimbursable Contracts and the CDBG Reimbursable Contract Amendment will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

The Action Plan is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(1) because it is a planning document and does not involve activities that will alter existing environmental conditions. It is also exempt from the provisions of California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15061 (b)(3) because the Action Plan, as part of the Consolidated Plan, is covered by the general rule that CEQA only applies to projects that have the potential for causing a significant

Honorable Housing Commissioners

April 26, 2006

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effect on the environment. However, each Housing Authority activity within the Action Plan will be reviewed for environmental impact on a project-by-project basis before funding is released.

IMPACT ON CURRENT SERVICES AND PROJECTS:

The projects contained in the Action Plan, including the Housing Authority projects, will benefit low- and moderate-income residents throughout the County of Los Angeles.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

Attachments: 3

CJ:RA:ds

K:\ CDBG Action Plan 06-07

ATTACHMENT A

Housing Authority Projects

For Fiscal Year 2006-2007

This Attachment Includes New and Prior Year Funds

OPERATING AGENCY PROJECT TITLE	FY 05-06 FUNDING	FY 06-07 REC'D FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT Nueva Maravilla Irrigation System Repair 600695	<u>370,871</u> 370,871 (T)	<u>250,000</u> (CO) 250,000 (T)	Funding provides for the replacement of the sprinkler heads throughout the housing site, new master controllers, new wiring and conduit, wages for Housing Management maintenance staff to perform the work in-house, and contingencies. A repair assessment will also be conducted. FY 2005-2006 Goals: - Complete sprinkler repairs at one (1) facility. FY 2005-2006 Accomplishments: - Continued sprinkler repairs at one (1) facility. FY 2006-2007 Goals: - Complete sprinkler repairs at one (1) facility.
PRIORITY NEED CATEGORY Housing			
STRATEGIC AREA East Los Angeles			
INVESTMENT LEVEL IV			

OPERATING AGENCY PROJECT TITLE	FY 05-06 FUNDING	FY 06-07 REC'D FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT Magic Johnson Inventor Center at Ujima Village 600752	<u>45,000</u> 45,000 (T)	<u>50,000</u> (New) 50,000 (T)	This project will provide information technology consultation and allow computer access by users to advance their education training and opportunities. The residents of the housing development at Ujima Village and its surrounding community will benefit. FY 2005-2006 Goals: -Serve 400 unduplicated persons. FY 2005-2006 Accomplishments: -Served 400 unduplicated persons. FY 2006-2007 Goals: -Serve 400 unduplicated persons.
PRIORITY NEED CATEGORY Public Services			
STRATEGIC AREA Willowbrook			
INVESTMENT LEVEL II, III, IV			

OPERATING AGENCY PROJECT TITLE	FY 05-06 FUNDING	FY 06-07 REC'D FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT Carmelitos Resident Initiative Program 600746 PRIORITY NEED CATEGORY Public Services STRATEGIC AREA Long Beach (location only, not a strategy area) INVESTMENT LEVEL N/A	 183,491 183,491 (T)	 121,245 (New) 121,245 (T)	This activity is onsite at the Carmelitos Public Housing Development. This program will provide recreational and educational services to public housing residents to strengthen, empower and enhance their life opportunities so that they may become productive members of society. The Housing Management Division will implement high quality programs which will improve the psychological and economic well-being of individuals and families in each housing development. FY 2005-2006 Goals: -Serve 400 unduplicated persons. FY 2005-2006 Accomplishments: -Served 400 unduplicated persons. FY 2006-2007 Goals: -Serve 400 unduplicated persons.

OPERATING AGENCY PROJECT TITLE	FY 06-07 FUNDING	FY 08-07 REC'D FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT Law Enforcement Gang Suppression for Carmelitos Housing Development 600874 PRIORITY NEED CATEGORY Anti-Crime STRATEGIC AREA Long Beach (location only, not a strategy area) INVESTMENT LEVEL N/A	 <u>0</u> 0 (T)	 <u>80,000</u> (New) 80,000 (T)	This new project will provide expanded supplemental law enforcement services that will focus on gang activity at the Carmelitos housing development in North Long Beach. One Long Beach Police Department Community Policing Program (CPP) office will scan and analyze gang data in and around Carmelitos. The CPP officer will develop enforcement strategies with other law enforcement resources and HACoLA management to address gang activity at the site. Finally, the CPP officer will assess the impact of the enforcement strategies. FY 2005-2006 Goals: - N/A: Not funded in FY 2005-2006 FY 2005-2006 Accomplishments: - N/A: Not funded in FY 2005-2006 FY 2006-2007 Goals: -Serve 400 unduplicated persons.

OPERATING AGENCY PROJECT TITLE	FY 05-06 FUNDING	FY 06-07 REC'D FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT Family Learning Centers 600685 PRIORITY NEED CATEGORY Housing Support Programs STRATEGIC AREA Countywide INVESTMENT LEVEL N/A	 <u>180,789</u> 180,789 (T)	 <u>342,046</u> (New) 342,046 (T)	<p>This project provides for supportive resident/tenant services provided through Family Learning Centers. Services include such help as homework assistance, English as a Second Language programs, computer literacy, arts and crafts, and adult education (computer training). The services are provided through the learning centers located at the Carmelitos, Harbor Hills, and Nueva Maravilla housing developments.</p> <p>This project will also increase the capacity of the computer-based educational programs operated by the Family Learning Centers (FLCs). The three FLCs will receive a total \$150,000 worth of new computers with updated software and upgraded DSL Internet access.</p> <p>FY 2005-2006 Goals: -Serve 350 unduplicated persons.</p> <p>FY 2005-2006 Accomplishments: -Served 350 unduplicated persons.</p> <p>FY 2006-2007 Goals: -Serve 350 unduplicated persons.</p>

OPERATING AGENCY PROJECT TITLE	FY 05-06 FUNDING	FY 06-07 REC'D FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT Family Resource Centers 600687 PRIORITY NEED CATEGORY Housing Support Programs STRATEGIC AREA Countywide INVESTMENT LEVEL N/A	 <u>331,973</u> 331,973 (T)	 <u>394,051</u> (New) 394,051 (T)	<p>This project provides for supportive resident/tenant services provided through the Family Resource Centers. Services include such help as family and individual counseling, academic and career counseling classes, parenting programs, leadership, senior services, conflict resolution and drug awareness, and truancy prevention. The services are provided through the family centers located at the Carmelitos, Harbor Hills, and Nueva Maravilla and Sundance Vista Family Resource Centers.</p> <p>FY 2005-2006 Goals: -Serve 400 unduplicated persons.</p> <p>FY 2005-2006 Accomplishments: -Served 400 unduplicated persons.</p> <p>FY 2006-2007 Goals: -Serve 400 unduplicated persons.</p>

OPERATING AGENCY PROJECT TITLE	FY 05-06 FUNDING	FY 06-07 REQD FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT Harbor Hills Community Center Recreation Program 600820 PRIORITY NEED CATEGORY Housing Support Programs STRATEGIC AREA Countywide INVESTMENT LEVEL N/A	 <u>125,000</u> 125,000 (T)	 <u>55,964</u> (New) 55,964 (T)	This project will provide recreational and other enrichment activities to residents at the Harbor Hills Housing Development's Community Center. Activities may include: arts and crafts, field trips, music, drama, dance, physical fitness, leadership, community service, cultural enrichment, and holiday events. FY 2005-2006 Goals: -Serve 400 unduplicated persons. FY 2005-2006 Accomplishments: -Served 400 unduplicated persons. FY 2006-2007 Goals: -Serve 400 unduplicated persons.

OPERATING AGENCY PROJECT TITLE	FY 05-06 FUNDING	FY 06-07 REQD FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT Closed Circuit Television Systems 600875 PRIORITY NEED CATEGORY Anti-Crime STRATEGIC AREA Countywide INVESTMENT LEVEL N/A	 <u>0</u> 0 (T)	 <u>250,000</u> (New) 250,000 (T)	This new project will provide funds for the installation and maintenance of Closed Circuit Television (CCTV) systems with the intent of reducing crime and improving the quality of life for public housing residents at the following five (5) housing developments: (1) Herbert Apartments (133 Herbert Avenue, Los Angeles 1st District), Athens III (11104 South Normandie, Los Angeles 2nd District), Marina Manor I and II (3401 and 3405 Via Dolce, Marina del Rey, 3rd District), Harbor Hills (26607 S. Western Avenue, Lomita, CA, 4th District) and Lancaster Homes (711-737 West Jackson Street, Lancaster, CA, 5th District). FY 2005-2006 Goals: -N/A: Not funded in 2005-2006. FY 2005-2006 Accomplishments: -N/A: Not funded in 2005-2006. FY 2005-2006 Goals: -Serve 654 housing units.

ATTACHMENT B

SAMPLE REIMBURSABLE CONTRACT

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT**

PROJECT TITLE:

PROJECT NUMBER:

CONTRACT NUMBER:

THIS CONTRACT is made and entered into this day of , by and between the County of Los Angeles, hereinafter called the "County," acting by and through the Executive Director of the Community Development Commission of the County of Los Angeles, and «Agency Name», hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County has entered into a Contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute the County's Community Development Block Grant (CDBG) Program, which includes the project described herein, under the Housing and Community Development Act of 1974 ("Act"), as amended; and

WHEREAS, Operating Agency desires to participate in said CDBG program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the services and implement the project described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A, Project Description and Activity Budget, and Exhibit B, Insurance Requirements.
2. CONTRACT ADMINISTRATION. The Executive Director (Executive Director) of the Community Development Commission of the County of Los Angeles (Commission), or his designee, shall have full authority to act for County in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in the Exhibit A, Project Description and Activity Budget.
4. TIME OF PERFORMANCE. Operating Agency shall commence the services described herein on the date first above written, and shall complete same by no later than .
5. COMPENSATION AND METHOD OF PAYMENT. For satisfactory performance under this Contract, County shall reimburse Operating Agency an amount not to exceed dollars («FY Budget Amount»), which shall constitute full and complete compensation hereunder for the implementation of

the project described in Exhibit A. Said reimbursement will only be paid out of funds received from the federal government under the Act for the Fiscal Year or from program income, as described in 24 CFR 570.504 accumulated under said program, for allowable costs actually incurred for the express purposes specified. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of said funds by the County from the federal government or accumulation of program income from said program, and shall not be a charge against any other funds of the County. Funds shall be paid only after submittal of the electronic payment request form. This payment request form must be submitted on a minimum of a monthly basis as specified and provided by the Community Development Commission (CDC), County of Los Angeles. Said payment request shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6 of this Contract. After timely receipt and approval of each payment request form, the Commission will draw a check in favor of the Operating Agency in the approved amount

Operating Agency shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Operating Agency after the expiration or other termination of this Contract. Should Operating Agency receive any such payment, it shall immediately notify the County and immediately repay all such funds to the County. Payment by the County for services rendered after expiration and/or termination of this Contract shall not constitute a waiver of the County's right to recover such payment from Operating Agency. This provision shall survive the expiration or other termination of this Contract.

6. BUDGET SECTION. No more than the amounts specified in the Project Description and Activity Budget, Exhibit A to this Contract, which is attached hereto and incorporated herein by this reference in paragraph 3, may be spent for the separate cost categories specified in Exhibit A without written approval of the County.
7. COMPLIANCE WITH LAWS. All parties agree to be bound by all applicable Federal, State, and local laws, ordinances regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR Part 570; U.S. Office of Management and Budget (OMB) Circulars A-110 and A-122; OMB Circular A-133 Compliance Supplement and the County Auditor-Controller Contract Accounting and Administration Handbook. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218.

The Operating Agency shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502. The Operating Agency shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFT Part 570, Subpart J, except that:

- i. The Operating Agency does not assume the County environmental responsibilities described in 24 CFR 570.604; and
- ii. The Operating Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

Operating Agency agrees to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of the Contract, including, but not limited to, Sections a-g below. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and the 24 CFR Part 85.

- a. Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b. Operating Agency shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- c. Operating Agency shall comply with Executive Orders 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Operating Agency will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Operating Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Operating Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Operating Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Operating Agency will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event the Operating Agency fails to comply with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Operating Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Operating Agency will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each subcontractor or vendor. The Operating Agency will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Operating Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Operating Agency may request the United States to enter into such litigation to protect the interests of the United States.

- d. Should the Operating Agency require additional or replacement personnel after the effective date of this Contract, the Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Operating Agency shall contact the County's

GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

- e. The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Operating Agency must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Operating Agency will comply with the Federal Lobbyist Requirements.

Should the Operating Agency or persons/subcontractors acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements civil penalties shall result.

- f. Operating Agency and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code Chapter. The Operating Agency must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on its behalf will comply with the County Code requirements.

Failure on the part of the Operating Agency and/or its Lobbyist(s) to fully comply with said County Lobbyist requirements shall constitute a material breach of the Contract upon which the County may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the County and/or any federal agency as a result of such breach.

- g. The County ensures equal opportunity in the award and performance of any contract to all persons without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability.

- 8. CONFIDENTIALITY OF REPORTS. Operating Agency shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the County.
- 9. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with all applicable federal, state and local laws governing

safety, health and sanitation. The Operating Agency shall provide all safeguard, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonable necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Contract.

10. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.
11. INTERPRETATION. No provision of this Contract shall be interpreted for or against either part because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if both parties drafted it hereto.
12. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of breach of any provision herein shall not be deemed to be a waiver of additional breaches of the same provision or breach of any other provision herein.
13. PROGRAM EVALUATIONS AND REVIEW. Operating Agency shall make available for inspection to authorized County and HUD personnel and their agents, for a total of five (5) years from the date of this Contract, all records including financial, pertaining to its performance under this Contract and allow said County and HUD personnel and agents to inspect and monitor Operating Agency's facilities and program operations, and interview Operating Agency staff and program participants, as required by the County and/or HUD.

Operating Agency agrees to submit all data that are necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the Executive Director or his designee.

14. NONEXPENDABLE PROPERTY. Nonexpendable property means leased and purchased tangible personal property, such as office equipment, having a useful life of more than one (1) year and/or an acquisition cost of \$1,000 or more per unit. Nonexpendable property shall also include, but not be limited to, real property, any interest in real property (including any mortgage or other encumbrance of real property), and funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In the event the Contract is terminated, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived there from. Said disposition may include taking possession of said nonexpendable property.

The Operating Agency shall maintain up-to-date property records, listing all non-expendable property it has leased or purchased during the term of this Contract. The following items should be included in the list: description of property, serial or ID number, source of funds that purchased the item (including the award number), owner of property, date of purchase, cost, percentage of cost paid with Federal monies, location, condition and use of property, date of disposal, and sale price or method used to determine the current fair market value. The Operating Agency shall conduct a physical inventory of the nonexpendable property at least once every two (2) years, reconcile the inventory with its property records and maintain these records for four years (4) after the termination or expiration of this Contract. In the event there is a change of use or disposition of the property, if the then-current fair market value is over \$1,000, the Operating Agency shall immediately pay to the County a pro-rata share of the then-current fair market value of the property. The pro-rata share shall be calculated by multiplying the then-current fair market value by the percentage of the purchase price paid with CDGB funds or program income.

15. REVERSION OF ASSETS. Upon expiration or termination of this Contract, the Operating Agency shall immediately transfer to the County any remaining CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the Operating Agency's ownership or possession that was acquired or improved in whole or in part with CDGB funds in excess of \$25,000 shall be either:
- i. Used to meet one of the national objectives in 24 CFR 570.208 for five (5) years following the close-out of the CDBG grant from which assistance to the property was provided after expiration of this Contract (24 CFR 570.505), or such longer period of time as may be specified in the Exhibit A;
 - ii. Disposed of in a manner, which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph i above.

The Operating Agency shall maintain the use of the real property and documentation verifying compliance with the national objective for a period of five years after closeout of this project, per 24 CFR 570.505, Use of Real Property, which states, "[t]he standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000." These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program, or, with respect to other recipients, until five years after the closeout of the grant from which assistance to the property was provided. The Operating Agency must submit to the Commission a completed "Certification of Eligible Use" Form verifying that the real property is used exclusively for the eligible use

and purpose as provided in the Exhibit A. This form shall be submitted on an annual basis, by April 30th, beginning in year two (2) and for a period of five (5) years after closeout of the project. In case of a change of use or disposition, the Commission must be reimbursed for the then-current fair market value of the real property, less the pro-rata shares of expenditures made with non-CDBG funds to acquire or improve the real property.

16. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. Operating Agency shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property as approved in Exhibit A, Project Description and Activity Budget. The Operating Agency must purchase or lease from the lowest responsive and responsible bidder. Operating Agency shall properly identify and inventory all nonexpendable property purchased or leased pursuant to the Contract and seek reimbursement from the County for the actual price of said property, deducting all cash discounts, rebates and allowances received by Operating Agency. Operating Agency shall provide said inventory to the County upon request.

If there is a residual inventory of unused supplies upon termination or completion of the project, or termination or expiration of this Contract, with a then-current aggregate fair market value exceeding \$1,000 and if the supplies are not needed for any other federally sponsored program(s) or project(s), the Operating Agency shall immediately pay the County for its pro-rata share of the then-current aggregate fair market value calculated at the percentage of the purchase price paid with CDBG funds. The Operating Agency shall obtain prior approval of the County and otherwise comply with all applicable laws and regulations, prior to utilizing the supplies for any another federally sponsored program(s) or project(s).

17. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 42 of this Contract.
18. CHANGES. The County may, from time to time, request changes hereunder, including the scope of services of the Operating Agency. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the County and the Operating Agency, shall be incorporated into this Contract by written amendments. Any changes by HUD to the regulations or requirements governing Operating Agency's performance hereunder need not be incorporated by written amendment and will be binding upon Operating Agency upon notification by County.
19. CHANGES IN GRANT ALLOCATION. The County reserves the right to reduce the grant allocation when the County's fiscal monitoring indicates that the Operating Agency's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation

with the Operating Agency. Such changes shall be incorporated into this Contract by written amendments.

20. CITIZEN PARTICIPATION. All program data necessary to provide reports to citizens will be made available by the Operating Agency. Discussions will be held often enough so that the Operating Agency will be adequately apprised of citizen recommendations during the course of the program. Operating Agency representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Executive Director or his designee.
21. REVENUE DISCLOSURE REQUIREMENT. Upon request, Operating Agency shall file with the County a written statement listing all revenue received, or expected to be received, by Operating Agency from Federal, State, City or County sources, or other governmental agencies, and applied for, or expected to be applied for, to offset, in whole or in part, any of the costs incurred by Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency. Operating Agency shall make available for inspection and audit to County's representatives, upon request, at any time during the duration of this Contract, and for a period of five (5) years after the expiration of the contract, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through County. All such books and records shall be maintained by Operating Agency at a location in Los Angeles County.

Failure of Operating Agency to comply with the requirements of this Section 21 of this Contract shall constitute a material breach of contract upon which County may immediately cancel, terminate or suspend this Contract through its Executive Director.

22. JOINT FUNDING. For projects in which there are sources of funds in addition to CDBG funds, Operating Agency may be required to provide proof of such other funding. The County shall not pay for any costs incurred by Operating Agency, which are paid with other funds. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting and reporting, apply to the total project regardless of funding sources.
23. ASSURANCES. The Operating Agency hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, 24 CFR Part 85 and OMB Circular A-87, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this program. Also, the Operating

Agency gives assurance and certifies with respect to the project specified in Exhibit A, that it will comply with all of the provisions of 24 CFR 570.303 and all other laws and regulations, which pertain to assurances of program applicants. Furthermore, the Operating Agency gives assurance and certifies that it will comply with provisions of 41 CFR Part 60-1.4 and 24 CFR Part 135, each of which is incorporated herein by this reference. Operating Agency further assures and certifies that it will comply with any further amendments or changes to said required assurances and certifications and that, during the term of this Contract, it will maintain current copies of said assurances and certifications at the address specified below.

24. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

Notices, reports and statements to the County shall be personally delivered or sent via First Class U. S. mail to the Executive Director or his designee at:

Carlos Jackson, Executive Director
Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Each party shall promptly notify the other of any change in its mailing address.

25. ASSIGNMENT AND SUBCONTRACTING. Operating Agency may not assign or subcontract any portion of this Contract without the express written consent of the County. Any attempt by Operating Agency to assign or subcontract any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract, upon which the County may immediately terminate this Contract through the Executive Director.
26. NOTICE OF FEDERAL EARNED INCOME CREDIT. Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
27. FISCAL LIMITATIONS. The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on CDBG funding. Accordingly, the County reserves the right, in its sole discretion, to revise this Contract in order to take into account actions and events affecting CDBG program funding. In the event of a CDBG funding reduction by HUD, the County may, in its sole discretion, reduce the compensation amount of this Contract in whole or in part, or may limit the rate of the Operating Agency's use of both its uncommitted and its unspent funds. The Executive Director, or his designee, may act for the County in implementing and effecting such a reduction. in the compensation amount of this Contract.

Where the Executive Director, or his designee, has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of the Operating Agency, the County, through the Executive Director, or his designee, may suspend this Contract for up to sixty (60) days, upon three (3) days notice to Operating Agency, pending an audit or other resolution of such questions. In no event, however, shall a revision made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with HUD cash withdrawal guidelines, and that CDBG funds are available to County to satisfy such expenditures or legally binding commitments.

28. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.
29. INDEMNIFICATION. The Operating Agency agrees to indemnify, defend and hold harmless the County, the Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles (Housing Authority), and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Operating Agency's acts and/or omissions arising from and/or relating to this Contract.
30. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b). To this end, the Operating Agency will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.
31. BUDGET MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, when such modifications:
- i. In aggregate do not exceed \$10,000 per budget cost category;
 - ii. Are specifically requested by Operating Agency;
 - iii. Will not change the project goals or scope of services;
 - iv. Are in the best interest of the County and Operating Agency in performing the scope of services under this Contract; and
 - v. Do not alter the total amount of compensation under this Contract;
32. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant time of performance modifications to this Contract when such modifications:

- i. In aggregate do not exceed twelve (12) calendar months;
 - ii. Are specifically requested by Operating Agency;
 - iii. Will not change the project goals or scope of services;
 - iv. Are in the best interests of the County and Operating Agency in performing the scope of services under this Contract; and
 - v. Do not alter the total amount of compensation under this Contract.
33. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of County's liability to the funding agency resulting from such audit exceptions.
34. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.
35. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. No oral agreements shall be binding upon the parties unless expressly stated herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties. All Amendments must be received by the County not more than sixty (60) calendar days from the expiration date of this Contract. No amendments will be accepted after April 30th of the program year.
36. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the County for necessary supplies and equipment for Contract performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the County, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the County, (c) a community related benefit is derived from such Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.
37. MONITORING AND EVALUATION. The County will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the County and HUD shall have the right of access to all activities and facilities operated by the Operating Agency under this Contract. Facilities include all files, records, and other documents related to the

performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on going program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director or his designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

38. AUDITS. The Operating Agency's program will be audited in accordance with the County's policy and funding source guidelines. Audits may also be conducted by Federal, State or local funding source agencies. The County or its authorized representatives shall, at all times during the term of this Contract, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at County's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the County to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget.
39. INSURANCE. The Executive Director hereby authorizes the Commission's Risk Manager to determine the requirements of the insurance policy to be procured and maintained by the Operating Agency with respect to its activities and obligations hereunder. Without limiting Operating Agency's indemnification of County, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the Commission's Risk Manager covering its operations hereunder, as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
40. FAILURE TO PROCURE INSURANCE. Failure on the part of Operating Agency to procure or maintain required insurance (pursuant to Exhibit B) shall constitute a material breach of contract under which County may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by County shall be repaid by the Operating Agency to County upon demand or County may offset the cost of the premiums against any monies due to the Operating Agency from County.
41. PROGRAM INCOME. The County reserves the right to determine the disposition of any program income, as described in 24 CFR Part 570.504 accumulated under the project(s) set forth in Exhibit A. Said disposition may include the County taking possession of said program income.
42. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close out procedures required by the Executive Director or

designee, within a period of not more than sixty (60) calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by County into other eligible activities in the County. The Executive Director, or his designee, may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.

43. NEPOTISM. Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Operating Agency. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Operating Agency.
44. RELIGIOUS AND POLITICAL ACTIVITIES. Operating Agency agrees that funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.
45. STAFF TRAVEL. Operating Agency shall not incur any expenditure for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit A, without prior written approval of County.
46. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the program budget for this Contract. Contract funds shall not be used as a cash advancement between contracts, as security to guarantee payments for any nonprogram obligations, or as loans for nonprogram activities. Separate financial records shall be kept for each funding source.
47. REPORTS AND RECORDS. Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by County. Program progress reports shall be submitted on a monthly basis, in the form specified by the Executive Director or his designee. Operating Agency shall maintain, and permit on site inspections of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for all Contract funds during the term of this Contract and for a period of four (4) years thereafter. Operating Agency will ensure that its employees and board members furnish such information which, in the judgment of County representatives, may be relevant to a question of compliance

with contractual conditions, with County or granting agency directives, or with the effectiveness, legality and achievements of the program.

48. EXPENDITURES. Expenditures made by Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from Executive Director or his designee.
49. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief, that it has adopted and is enforcing:
- i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
50. DRUG-FREE WORKPLACE. Operating Agency agrees to provide a drug-free workplace by:
- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - ii. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Operating Agency's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph i of this Section 50;

- iv. Notifying the employee in the statement required by paragraph i of this Section 50 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- v. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- vi. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs i, ii, iii, iv, v and vi.
- viii. The Operating Agency may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Check ___ if there are workplaces on file that are not identified here.

51. RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

Operating Agency must adopt and make public a Residential Antidisplacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Operating Agency enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Sections 24 CFR 570.457; 570.456 (a); 570.606 (c); and 570.702 (f).

52. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract to the County must ensure that sufficient property maintenance ("property maintenance standards") shall be provided to the facility where services are being provided. Property maintenance includes removal of trash and debris, graffiti abatement, landscaping and physical appearance acceptable to the County.

The Operating Agency may use its CDBG funds towards property maintenance standards; however, each case would be reviewed on an individual basis and approved by the County. The County has established an expenditure cap not to exceed five (5) percent of the Contract allocation for property maintenance standards.

53. TERMINATION FOR IMPROPER CONSIDERATION. The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Operating Agency's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Operating Agency as it could pursue in the event of default by the Operating Agency.

Operating Agency shall immediately report any attempt by the County officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director or the County Auditor-Controller's Employee Fraud Hotline (800) 544-6861.

54. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Operating Agency's duty under this Contract to comply with all applicable provisions of law, Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

55. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of Operating Agency to maintain compliance with the requirements set forth in Paragraph 54, Operating Agency's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default by Operating Agency under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Executive Director may terminate this Contract pursuant to Paragraph 59, Termination for Cause.
56. POST MOST WANTED DELINQUENT PARENTS LIST. The Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Operating Agency understands that it is County's policy to voluntarily post a list entitled L.A's Most Wanted: Delinquent Parents poster in a prominent position at Operating Agency's place of business. The CSSD will supply the Operating Agency with the poster to be used.
57. COUNTY'S QUALITY ASSURANCE PLAN. The County will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Operating Agency's compliance with all contract terms and performance standards. Operating Agency's deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Operating Agency. If improvement does not occur consistent with the corrective measure, County may terminate this Contract, pursuant to Paragraph 58 or 59, or impose other penalties as specified in this Contract.
58. TERMINATION FOR CONVENIENCE. The County reserves the right to cancel this Contract for any reason at all upon 30 days' prior written notice to Operating Agency. In the event of such termination, Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

59. TERMINATION FOR CAUSE. This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in i, ii, iii or iv:

i. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the County within the time specified in such notice, the County shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.

ii. Should the Operating Agency fail within five days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three days by the Operating Agency, then notice of deficiency thereof in writing will be served upon Operating Agency by the County.

Should the Operating Agency fail to comply with the terms of said Contract within five days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.

iii. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency.

iv. If, through any cause, the Operating Agency shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, Contracts, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Operating Agency or under this Contract shall, at the option of the County become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

60. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility

designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR 40.2 or the definition of building as defined in 41 CFR Part 101, is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 101-19.6, for general type buildings). The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense.

61. USE OF RECYCLED-CONTENT PAPER PROJECTS. Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible in relation to this Project.
62. EMPLOYEES OF OPERATING AGENCY. *Workers' Compensation:* Operating Agency understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Operating Agency. Operating Agency shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the County under this Contract.

Professional Conduct: The County does not and will not condone any acts, gestures, comments or conduct from the Operating Agency's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The County will properly investigate all charges of harassment by residents, employees or agents of the County against any and all Operating Agency's employees, agents or subcontractors providing services for the County. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

63. CONTRACTOR RESPONSIBILITY AND DEBARMENT.
 - A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.

- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the

right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.
- I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- J. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

64. SECTION 3. In order to comply with the Housing and Urban Development Act of 1968, the Operating Agency and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135. Section 3 compliance activities of the Operating Agency and its contractor(s) and subcontractor(s) shall be governed by the Commission's CDBG

Compliance Instructions, as amended, which can be made available to Operating Agency for inspection and copying upon request, if operating agency does not already possess a copy..

65. CONSTRUCTION\REHABILITATION PROJECTS: The Operating Agency shall ensure that all committed construction and rehabilitation work is completed before June 30, 200_. In the event that any project, or portion of a project, is not completed by June 30, 200_, the Operating Agency shall allocate alternative sources(s) of funding to finish the project(s), and ensure full compliance with all CDBG Program requirements, which shall survive the expiration or termination date of this Contract.

The Operating Agency shall submit a request to the County, to conduct a Contract and Labor Compliance File Review at least 30 calendar days prior to the anticipated completion of construction/rehabilitation activities, but in no event later than May 30, 200_.

66. ENTIRE CONTRACT This Contract with attachments and any and all CDBG Bulletins, which the County may issue from time to time following the date of execution, constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Community Development Commission, and the Operating Agency has subscribed the same through its duly authorized officers, on the day, month and year first above written.

COUNTY OF LOS ANGELES

Operating Agency

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
Of the County of Los Angeles

By: _____
Title: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
Director
County Counsel

APPROVED AS TO PROGRAM:

CARLOS JACKSON, Executive Director
Community Development Commission
Of the County of Los Angeles

By: _____
Deputy

By: _____
Director, CDBG Division

ATTACHMENT C

SAMPLE REIMBURSABLE CONTRACT AMENDMENT

**COUNTY OF LOS ANGELES
EMERGENCY SHELTER GRANT PROGRAM
REIMBURSABLE CONTRACT
AMENDMENT NUMBER ____**

Project Title:

Project Number:

CONTRACT NUMBER:

THIS AMENDMENT NO. 1 TO CONTRACT ("Amendment") is made this ____ day of ____ 2005, by and between the County of Los Angeles, hereinafter called the "County," acting by and through the Community Development Commission of the County of Los Angeles, and the _____, hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, County and Operating Agency desire to amend said Contract in order that Operating Agency may better implement the project.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree that said Contract Number _____ be amended as follows:

- 1.
- 2.

IN WITNESS WHEREOF, the County and the Operating Agency, through their duly authorized officers, have executed this amendment as of the date first above written.

COUNTY OF LOS ANGELES

Operating Agency

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____
Title: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO PROGRAM:

CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____
Deputy

By: _____
Director, CDBG

-1-



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

April 26, 2006

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Dear Commissioners:

**APPROVE CONSTRUCTION CONTRACT FOR THE REPLACEMENT OF ONE
BOILER AT THE FOOTHILL VILLA HOUSING DEVELOPMENTS (5)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners find that the boiler replacement at the Foothill Villa senior housing development, located at 2423 Foothill Boulevard, La Crescenta, in unincorporated Los Angeles County, is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve the award of a Construction Contract (Contract) in the amount of \$49,151 to RKDM Enviro-Energy Services, Inc., to complete the boiler replacement at the subject property; and authorize the Executive Director of the Housing Authority to execute the Contract and all related documents, to be effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to use a total of \$49,151 in Capital Fund Program funds for the purposes described above; and authorize the Executive Director to approve contract change orders not exceeding \$9,831 for unforeseen project costs, using the same source of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award a Construction Contract to replace the boiler at the Foothill Villa senior housing development.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Housing Authority will fund the improvements with \$49,151 in Capital Fund Program funds included in the approved Fiscal Year 2005-2006 budget. A 20 percent contingency, in the amount of \$9,831, is also being set aside for unforeseen costs using the same source of funds. The staff-estimate to complete the work is \$47,569.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On April 17, 2004 the Board authorized the Housing Authority to submit, as part of the Agency Plan, a Capital Fund Program application to the U.S. Department of Housing and Urban Development (HUD) to provide funding for the modernization of all of its public housing sites. HUD subsequently approved the application, including funding for rehabilitation of the subject property.

The Foothill Villa housing development is comprised of 61 one-bedroom and one two-bedroom units of senior housing. The housing development was built in 1981 and fully occupied in 1982. The original boiler is old and has reached the end of its useful life. Therefore, the Housing Authority wishes to award the attached Contract to RKDM Enviro-Energy Services, Inc. to complete the following improvements: remove the existing hot water boiler, storage tank, piping, valves, pumps, and floor drain; install a new low-emission, energy efficient boiler, storage tank, floor drain, equipment platform, and vent connections; install new water, gas, and electrical utility connections; and complete other related work.

It is anticipated that the boiler replacement will be completed within 90 calendar days following the Notice to Proceed.

The improvements are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, RKDM Enviro-Energy Services, Inc. will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Contract has been approved as to form by County Counsel and executed by RKDM Enviro-Energy Services, Inc.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (a)(3)(ii), this project is excluded from the National Environmental Policy Act (NEPA), because it involves activities that will not alter existing environmental conditions. It is exempt from the provisions of CEQA, pursuant to State CEQA Guidelines 15301, because it involves negligible or no expansion of use beyond what currently exists and does not have the potential for causing a significant effect on the environment.

The environmental review record for this project is available for viewing by the public during regular business hours at the Housing Authority's main office located at 2 Coral Circle, Monterey Park.

CONTRACTING PROCESS:

On February 17, 2006, the Housing Authority initiated an outreach to identify a contractor to complete the work at the subject property. Invitations for Bids were mailed to 704 contractors identified from the Housing Authority's vendor list of general B-licensed, plumbing, heating and air conditioning contractors. Advertisements also appeared in nine local newspapers and on the County WebVen website. Twelve bid packages were requested and distributed.

On March 15, 2006, three bids were received and formally opened. The lowest bid, submitted by RKDM Enviro-Energy Services, Inc. was determined to be the most responsive and is, therefore, being recommended for the Contract award.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROJECT:

The award of the Contract will replace the outdated hot water heating boiler with a low emission, energy efficient, and reliable new boiler.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

On February 17, 2006, the following outreach was initiated to identify a contractor for boiler replacement at the Foothill Villa senior housing development, located at 2423 Foothill Boulevard, La Crescenta, in unincorporated Los Angeles County.

A. Newspaper Advertising

Announcements appeared in the following nine local newspapers:

Dodge Construction News	Los Angeles Sentinel
Eastern Group Publications	Los Angeles Times
International Daily News	The Daily News
La Opinion	WAVE Community Newspapers
Long Beach Press Telegram	

An announcement was also posted on the County WebVen website.

B. Distribution of Bid Packages

The Housing Authority's vendor list was used to mail out Invitations for Bids to 704 general B-licensed, plumbing, and heating and air conditioning contractors, of which 455 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 12 bid packages were requested and distributed.

C. Pre-Bid Conference and Site Walk

On March 1, 2006, a recommended pre-bid conference and site walk was conducted. Five firms were in attendance.

D. Bid Results

On March 15, 2006, a total of three bids were received and publicly opened. The bid results were as follows:

<u>Company</u>	<u>Bid Amount</u>
RKDM Enviro-Energy Services, Inc.*	\$49,151.00
Pacific Plumbing of Santa Ana	\$64,036.70
Ashlar Contractors and Development, Inc.	\$82,248.00

*Minority-owned firm

E. Minority/Female Participation – Selected Contractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
RKDM Enviro-Energy Services, Inc.	Minority	Total: 3 2 minorities 0 women 67% minorities 0% women

F. Minority/Female Participation – Firm Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Pacific Plumbing of Santa Ana	Non-minority	Total: 15 11 minorities 3 women 73% minorities 20% women
Ashlar Contractors and Development, Inc.	Non-minority	Total: 4 3 minorities 1 woman 75% minorities 25% women

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of the contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

Contract Summary

Project Name: Foothill Villa Boiler Replacement Project
Location: 2423 Foothill Boulevard, La Crescenta, CA 91214
Bid Number: CM-06-024R
Bid Date: March 15, 2006
Contractor: RKDM Enviro-Energy Services, Inc.
Services: The scope of work includes:remove the existing hot water boiler, storage tank, piping, valves, pumps, and floor drain; install a new low-emission, energy efficient boiler, storage tank, floor drain, equipment platform, and new vent connections; install new water, gas, and electrical utility connections; and complete other related work.

Contract Documents: Part A - Instructions to Bidders and General Conditions; Part B - Specifications; Part C - Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder; all addenda to the Contract Documents.

Time of Commencement and Completion: The work to be performed under this Construction Contract shall be commenced within Ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within Ninety (90) calendar days following the required commencement date.

Liquidated Damages: In the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Housing Authority the sum of **Four Hundred Dollars (\$400)** as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

Contract Sum: The Housing Authority shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **Forty-Nine Thousand One Hundred Fifty-One Dollars (\$49,151.00)**. The Contract Sum is not subject to escalation, and includes all labor and material increases anticipated throughout the duration of this Construction Contract.

Contract Contingency: \$9,831



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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

April 26, 2006

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, California 90012

Dear Commissioners:

**APPROVE CONSTRUCTION CONTRACT TO REPLACE FIRE ALARM SYSTEMS AT
THE MARINA MANOR I AND II SENIOR HOUSING DEVELOPMENTS (3)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners find that the replacement of the existing fire alarm systems at the Marina I and Marina Manor II senior housing developments, located at 3401 and 3405 Via Dolce, Marina Del Rey, is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve the award of a Construction Contract (Contract), in the amount of \$238,000 to JAM Corporation, to replace the existing fire alarm system at the subject properties; and authorize the Executive Director of the Housing Authority to execute the Contract and all related documents, to be effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to use a total of \$238,000 in Capital Fund Program (CFP) funds from the U.S. Department of Housing and Urban Development (HUD), for the purposes described herein.
4. Recommend that the Board of Commissioners authorize the Executive Director to approve Contract change orders not to exceed \$47,600 for unforeseen project costs, using the same source of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award a Construction Contract to replace the fire alarm systems at the Marina Manor I and Marina Manor II senior housing developments.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Housing Authority will fund the improvements with \$238,000 in CFP funds included in the Housing Authority's approved Fiscal Year 2005-2006 Budget. A 20 percent contingency, in the amount of \$47,600 is also being set aside for unforeseen costs, using the same source of funds. The staff estimate to complete the work is \$432,350.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On April 17, 2004, the Board authorized the Housing Authority to submit, as part of the Agency Plan, a CFP application to HUD to provide funding for the modernization of all of its public housing sites. HUD subsequently approved the application, including funding for rehabilitation of the subject properties.

The Marina Manor I and II housing developments are two buildings comprised of 112 one-bedroom senior units at Marina Manor I and 71 one-bedroom senior units at Marina Manor II. In June of 2004, the Housing Authority received a compliance notice from the City of Los Angeles Department of Fire (Fire Department) to repair the existing fire alarm system and the fire pump and to retrofit the fire service controls in elevators at Marina Manor I. The Fire Department required the Housing Authority to provide fire watch until the system became operational, which required Housing Authority personnel to patrol the buildings on a regular basis to be alert for any occurrence of fire.

The Housing Authority started immediately to procure a fire alarm contractor to investigate, test, and determine the repair scope. The contractor performed the initial investigation and testing, first phase control panel repair, and final phase system repair. In December of 2004, the fire alarm system was repaired.

The Housing Authority also procured a contractor to investigate, test, and determine the extent of the repair and retrofit required for the fire pump and the elevators. The fire pump repair investigation showed the repairs required for the fire pump were extensive, requiring fire pump replacement. The Housing Authority procured the services of a fire pump contractor to replace the fire pump, which was completed in September of 2005 and certified in October of 2005.

The Housing Authority also procured the services of an elevator maintenance contractor to retrofit the elevators with additional fire service control functions. The initial permitting and repair was completed in May 2005. However as a result of the permit closeout inspection, additional repairs and retrofits were required. This work was completed in October of 2005. In December 2005, the City of Los Angeles Building and Safety Department inspected the elevator and determined the retrofit work was complete.

The existing fire alarm control system non-addressable, which means the system control panel cannot pinpoint the location of equipment malfunctions. This contributed to the lengthy and multiple repairs because large segments of the system need to be checked and tested to locate a single fault. This 20-year-old system is still prone to false alarms and equipment malfunctioning triggered by wet weather conditions, old equipment failures, maintenance and repair difficulties, and continues to require constant fire watch.

The Housing Authority wishes to retain the services of JAM Corporation to complete the following work at the subject housing developments: replace the existing fire alarm control system, including a multiplexing addressable control unit, which allows for the identification of a specific initiating device or group of devices by location, and new annunciating devices, which provide status information about the fire alarm system; install new alarm initiating devices, including smoke detectors and manual fire alarm boxes; install occupant notification appliances, including horn and strobe fire alarms; and complete other related work. The fire sprinkler piping will remain intact, however, the Contractor may add new sprinkler heads, as needed. It is anticipated that the project will be completed within 150 calendar days following the Notice to Proceed.

The improvements are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, the Contractor will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Contract has been approved as to form by County Counsel and executed by JAM Corporation.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (a)(3)(ii), this project is excluded from the National Environmental Policy Act (NEPA), because it involves activities that will not alter existing environmental conditions. It is exempt from the provisions of CEQA pursuant to State CEQA Guideline 15301 because it involves negligible or no expansion of use beyond what currently exists and therefore does not have the potential for causing a significant effect on the environment.

The environmental review record for this project is available for viewing by the public during regular business hours at the Housing Authority's main office located at 2 Coral Circle, Monterey Park.

CONTRACTING PROCESS:

Due to current and possible future liability, Housing Authority Counsel strongly recommended that an emergency, noncompetitive, procurement process be conducted. Therefore, the Housing Authority referred to its recommended list of contractors for firms available to perform the work. Three fully qualified fire alarm contractors were invited to submit proposals for the fire alarm system replacement work. Housing Authority staff reviewed these proposals with a fire alarm system design consultant. After negotiations, the recommended JAM Corporation's Contract amount of \$238,000 was determined to be reasonable. JAM Corporation was selected because the firm's excellent past performance and because it is available to perform the work immediately.

IMPACT ON CURRENT PROJECT:

The award of the Contract will replace the existing alarm systems, eliminate false alarms, reduce maintenance costs, and provide the residents at the Marina Manor I and II housing developments with safe living conditions.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

CJ:ajm:Marina Manor Fire Alarm 06

Attachment: 1

Contract Summary

Project Name: Marina Manor I and II Housing Developments Fire Alarm Systems Replacement Project
Location: 3401 and 3405 Via Dolce, Marina Del Rey, CA 90292
Bid Number: CM-06-026
Bid Date: Proposal Date: March 16, 2006
Contractor: JAM Corporation
Services: The scope of work includes: replace the existing fire alarm control system, including a multiplexing addressable control unit, which allows for the identification of a specific initiating device or group of devices by location, and new annunciating devices, which provide status information about the fire alarm system; install new alarm initiating devices, including smoke detectors and manuel fire alarm boxes; install occupant notification appliances, including horn and strobe fire alarms; and complete other related work.

Contract Documents: Part A - Instructions to Bidders and General Conditions; Part B - Specifications; Part C - Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder; all addenda to the Contract Documents.

Time of Commencement and Completion: The work to be performed under this Construction Contract shall be commenced within Ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within One Hundred Fifty (150) calendar days following the required commencement date.

Liquidated Damages: In the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Housing Authority the sum of **Four Hundred Dollars (\$400)** as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

Contract Sum: The Housing Authority shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **Two Hundred Thirty-Eight Thousand Dollars (\$238,000)**. The Contract Sum is not subject to escalation, and includes all labor and material increases anticipated throughout the duration of this Construction Contract.

Contract Contingency: \$47,600



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

April 26, 2006

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Dear Commissioners:

**APPROVE THE HOUSING AUTHORITY'S FISCAL YEAR 2006-2007 BUDGET
(ALL DISTRICTS)**

IT IS REQUESTED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners adopt the attached Resolution (Attachment A) approving the Housing Authority's Fiscal Year 2006-2007 Budget, which includes revenues and expenditures of \$277,021,400.
2. Recommend that the Board of Commissioners instruct the Mayor to sign the Resolution approving the Housing Authority's Fiscal Year 2006-2007 Budget, and the related Transmittal Resolution (Attachment B) certifying submission of the budget by the Board to the U.S. Department of Housing and Urban Development (HUD).
3. Recommend that the Board of Commissioners instruct the Executive Director to implement the Budget and take all related actions, including execution of all required documents, for the purposes described herein.
4. Recommend that the Board of Commissioners instruct the Executive Director to submit the Resolutions and related documents to HUD.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve the Fiscal Year 2006-2007 Budget of the Housing Authority. HUD requires that the Board of Commissioners approve the Fiscal Year 2006-2007 Budget prior to the release of funds for continued operation of the Assisted Housing Division, the Housing Management Division, and six residential and community assistance programs.



FISCAL IMPACT/FINANCING:

The Housing Authority's Fiscal Year 2006-2007 Budget includes a request to the Chief Administrative Officer of \$410,000 in County general funds to support the University of California Cooperative Extension Program.

The proposed Housing Authority Fiscal Year 2006-2007 Budget is \$277,021,400. This is a \$1,143,800 increase over Fiscal Year 2005-2006. The following table compares funding levels for Fiscal Years 2005-2006 and 2006-2007.

Housing Authority	2005-2006 Budget	2006-2007 Budget
Divisions		
Assisted Housing – Section 8 Rental Assistance	\$ 220,269,900	\$ 223,982,800
Housing Management – Public Housing	\$ 27,743,100	\$ 27,473,100
Housing Management – Public Housing Modernization	\$ 11,847,700	\$ 9,810,200
Other Programs		
Telemedicine	\$ 181,100	\$ 148,600
Cooperative Extension	\$ 410,000	\$ 410,000
Youth in Focus	\$ 71,000	\$ 71,000
Fraud Investigation Unit	\$ 0	\$ 743,300
City of Industry - Tax Increment	\$ 13,998,800	\$ 12,885,100
Traffic Violator School Monitoring	\$ 1,356,000	\$ 1,497,300
TOTAL	\$ 275,877,600	\$ 277,021,400
Staffing		
Regular Staff	297.62	293.45
Contract Staff	104.50	94.00
TOTAL	402.12	387.45

Assisted Housing Division

During Fiscal Year 2006-2007, the Assisted Housing Division will administer a total of \$223,982,800 to provide rental assistance to 23,080 low- and very low-income families and seniors. This is an increase of \$3,712,900 over Fiscal Year 2005-2006 reflecting the change in HUD's new funding formula, which has resulted in the increase of available Section 8 rental assistance program payment.

Housing Management Division

The Housing Management Division manages and maintains 3,636 housing units and provides resident services such as computer centers, programs for youth, after-school homework assistance and counseling services.

Based on a new HUD requirement, all Public Housing Authorities (PHAs) must convert to site-based budgeting, effective July 1, 2007. The concept behind site-based budgeting is to encourage PHAs to foster accountability at the site level, consistent with the private sector. Under the new regulations, HUD will limit the administrative/overhead costs to a pre-determined monthly management fee. The fee for service concept associated with the central office must be reasonable and in line with current market rate. In order to prepare for the new change, the Housing Management Division will implement site-based budgeting beginning in Fiscal Year 2006-2007.

During Fiscal Year 2006-2007, the Housing Management Division will administer a total of \$27,473,100, which includes funds from HUD, public housing rent revenue, and other sources. The Budget reflects a decrease of \$270,000 primarily due to funding and staff reductions. A total of \$1,543,306 in Community Development Block Grant (CDBG) funds allocated by HUD will be administered for public housing improvements and resident services. The total CDBG allocation is comprised of \$250,000 carried over from Fiscal Year 2005-2006, and the new allocation of \$1,293,306 for Fiscal Year 2006-2007.

The Housing Management Division also administers the Public Housing Modernization Program, which as part of HUD's Comprehensive Grant program, provides continuous upgrading of Housing Authority-owned public housing sites. The \$9,810,200 Modernization Program budget includes approximately \$4,827,180 in funds carried over from previous years, approximately \$2,046,400 in funds from the Fiscal Year 2006-2007 allocation, and \$2,936,620 from the \$6.2 million CDBG Float Loan between the County and the Housing Authority issued in 2004. The Modernization Program budget reflects a decrease of approximately \$2,037,500 for Fiscal Year 2006-2007 due to completion of existing Fiscal Year 2005-2006 projects.

Other Programs

Housing Authority programs also include the Cooperative Extension, Youth in Focus, Telemedicine, Traffic Violator School Monitoring (TVSM) programs, and Fraud Investigations Unit. These programs provide services to residents of Los Angeles County and youth, adults, and seniors living in the public housing sites.

The Cooperative Extension program, administered by the University of California, provides educational opportunities ranging from nutrition and job readiness to literature and growing food and plants. The Youth in Focus program teaches public housing site youth the basics of photography through classroom sessions and field trips. The Telemedicine program provides medical services, immunizations and workshops to promote health awareness. The TVSM program works in cooperation with the Los Angeles County Superior Court, California Department of Motor Vehicles and the Los Angeles County Sheriff's Department to ensure that 164 traffic violator schools and 119 Internet and home study courses operating within the County are in compliance with the Vehicle Code of the State of California. In addition, the TVSM program provides employment opportunities for Public Housing, Section 8, and the Department of Public Social Services' Back to Work program recipients.

The Fraud Investigations Unit works closely with the administrative staffs of the Housing Choice Voucher (Section 8) and the Public Housing Programs to ensure that tenants are complying with various federal regulations and local laws. Investigators respond to allegations against tenants suspected of failing to report income or housing persons who are not on the lease. The work with local law enforcement to remove families whose conduct threatens the health, safety, or right to peaceful enjoyment of their premises, due to criminal activity.

As required under the California Government Code, Section 65584.3, the Housing Authority receives allocations of tax increment funds from the City of Industry to develop housing for low-income individuals, families and special needs populations. These funds are allocated to the Housing Authority and are included in its Budget, but are administered by the Community Development Commission, which also serves as the redevelopment agency for the County.

Housing Authority Staff

Regular staff will decrease by 4.17 positions and contract staff will decrease by 10.50 positions due to internal transfers and funding reductions.

A breakdown of staff information, by program, is provided in Attachment C.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

HUD requires that the Board of Commissioners adopt a Resolution approving the Housing Authority budget for administration of Housing Authority programs. The Resolution has been approved as to form by County Counsel.

The Resolution approving the Fiscal Year 2006-2007 budget and related HUD Transmittal Resolution are provided as Attachments A and B, respectively. The Published Budget Pages, detailing goals and objectives and related expenditures for the upcoming year, are provided as Attachment C.

ENVIRONMENTAL DOCUMENTATION:

Approval of the Housing Authority's Fiscal Year 2006-2007 Budget is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. The activities are not subject to the provisions of California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378(b) because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES:

Approval of the Fiscal Year 2006-2007 Budget of the Housing Authority will enable housing programs to continue for low- and very low-income families and seniors.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

CJ:ajm:Hsg Comm HA Budget 4-06

Attachments: 3

RESOLUTION APPROVING THE FISCAL YEAR 2006-2007
BUDGET OF THE HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES

WHEREAS, the Board of Commissioners of the Housing Authority of the County of Los Angeles has received the Budget for Fiscal Year 2006-2007 and has found:

1. That the proposed expenditures are necessary for the efficient and economical operation of housing programs for the purpose of serving low-income families.
2. That the budget is reasonable in that:
 - (a) It indicates a source of funding adequate to cover all proposed expenditures.
 - (b) It does not provide for use of federal funding in excess of that payable under the provisions of 24 Code of Federal Regulations Section 990.
3. That all proposed rental charges and expenditures will be consistent with provisions of law and the Annual Contributions Contracts with the U.S. Department of Housing and Urban Development.
4. That no employee serving in a variety of positions is reflected in the operating budget as serving an aggregate amount of time exceeding 100 percent.
5. That the U.S. Department of Housing and Urban Development requires that the use of Section 8 Operating Reserve funds for other housing purposes, in the amount of \$50,000 or greater, must be approved by the Board of Commissioners.

WHEREAS, it is necessary for the Board of Commissioners of the Housing Authority of the County of Los Angeles to adopt an annual budget.

NOW, THEREFORE, the Board of Commissioners of the Housing Authority of the County of Los Angeles, hereby resolves as follows:

1. The above recitals are true and correct.
2. The Housing Authority of the County of Los Angeles adopts the following budgeted revenues and appropriations for Fiscal Year 2006-2007, as set forth in the Annual Budget for the Housing Authority of the County of Los Angeles:

Estimated Funding	<u>\$277,021,400</u>
Expenditure and Reserve Appropriations:	<u>\$277,021,400</u>

3. That the use of Section 8 Operating Reserve funds for other housing purposes, in the amount of \$50,000 or greater, must be approved by the Board of Commissioners.
4. This Resolution shall take effect immediately.

APPROVED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of Los Angeles on this ____ day of _____, 2006.

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Commissioners

By: _____
Deputy

By: _____
Mayor, Los Angeles County

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

PHA/IHA Board Resolution

Approving Operating Budget or Calculation of
Performance Funding System Operating Subsidy

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0026 (Exp. 9/30/2006)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income housing program and provides a summary of proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the PHA and the amounts are reasonable and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

Acting on behalf of the Board of Commissioners of the below-named Public Housing Agency (PHA)/Indian Housing Authority (IHA), as its Chairman, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

(date)

☒ Operating Budget Submitted on:

June 6, 2006

☐ Operating Budget Revision Submitted on:

☐ Calculation of Performance Funding System Submitted on:

☐ Revised Calculation of Performance Funding System Submitted on:

I certify on behalf of the: (PHA/IHA Name) Housing Authority of the County of Los Angeles (HACOLA)
that:

1. All regulatory and statutory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditures are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The calculation of eligibility for Federal funding is in accordance with the provisions of the regulations;
6. All proposed rental charges and expenditures will be consistent with provisions of law;
7. The PHA/IHA will comply with the wage rate requirements under 24 CFR 968.110(e) and (f) or 24 CFR 905.120(c) and (d);
8. The PHA/IHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i) or 24 CFR 905.120(g); and
9. The PHA/IHA will comply with the requirements for the reexamination of family income and composition under 24 CFR 960.209, 990.115 and 905.315.

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Board Chairman's Name (type)	Signature	Date

Program: Assisted Housing
Division: Assisted Housing

MISSION:

Provide rental assistance services to low-income families in a professional manner and in an atmosphere of care and respect for all clients.

MAJOR OBJECTIVES FOR FY 2006-07:

1. Maintain 99% or higher lease-up rate based on the reserved number of units and/or expend 99% or more annual budget authority.
2. Receive a Standard Performer or higher rating under the Section 8 Management Assessment Program.
3. Every month, maintain a 95% reporting rate under the Public and Indian Housing Information Center (formerly MTCS).
4. Respond to 97% of written public inquiries within ten working days.
5. Inspect 90% of initial contract units within seven working days of receipt of the Request for Tenancy Approval.
6. Issue 98% of available vouchers continuously, based on number of units authorized and available funding.
7. Continue to provide ongoing owner and tenant workshops at least once every quarter.
8. Issue 40% of all 2005 Shelter Plus Care competition certificates.

PROGRAM BUDGET INFORMATION:

	2005-06 BUDGET	2005-06 ESTIMATE	2006-07 BUDGET
Salary and Benefits	\$11,424,200	\$10,734,800	\$11,185,000
Non-Personal Services	\$5,496,800	\$5,456,200	\$5,440,200
Subventions	\$198,434,100	\$198,720,600	\$205,248,100
Capital Outlay	\$45,000	\$25,000	\$475,000
Transfers	\$4,869,800	\$4,714,500	\$1,634,500
TOTAL	\$220,269,900	\$219,651,100	\$223,982,800
Number of Regular Employees	160.00	157.08	161.00
Number of Contract Employees	39.50	27.42	33.00

Program: Housing Management
Division: Housing Management

MISSION:

To effectively generate and utilize the resources of the Housing Authority to provide quality affordable housing and expand opportunities to improve the quality of life in housing developments through the involvement of employees, residents and community partners.

MAJOR OBJECTIVES FOR FY 2006-07:

1. Average an annual occupancy rate of 97%.
2. Complete 100% of emergency work orders within 24 hours and non-emergency work orders within two working days.
3. Complete 100% of annual inspections of dwelling units.
4. Continue Crime and Safety Program activities throughout Los Angeles County.
5. Expand Closed Circuit Television (CCTV) installation to other housing developments.
6. Continue JJCPA Program at 5 housing developments.
7. Continue to implement ROSS Family and Elderly Grants and apply for continued funding.
8. Continue Resident Initiatives programs that enable self-sufficiency and promote literacy.
9. Collect 98% of Tenant Accounts Receivables.

PROGRAM BUDGET INFORMATION:

	2005-06 BUDGET	2005-06 ESTIMATE	2006-07 BUDGET
Salary and Benefits	\$9,908,000	\$8,919,400	\$9,359,000
Non-Personal Services	\$14,381,900	\$12,631,600	\$14,786,500
Restricted Fund	\$786,800	\$1,293,500	\$724,100
Subventions	\$0	\$0	\$0
Capital Outlay	\$1,766,100	\$1,207,600	\$910,200
Transfers	\$900,300	\$858,900	\$1,693,300
TOTAL	\$27,743,100	\$24,911,000	\$27,473,100
Number of Regular Employees	107.50	101.42	105.50
Number of Contract Employees	64.50	56.50	53.00

Program: Public Housing Modernization
Division: Housing Management

MISSION:

Provide for the renovation and modernization of public housing owned by the Housing Authority.

MAJOR OBJECTIVES FOR FY 2006-07:

1. Update and submit the Five-Year Action Plan and Annual Statement to HUD for the 2006 Capital Fund Program (CFP).
2. Ensure all target dates for the obligation and expenditure of funds are met or revisions of the deadlines are submitted timely and approved by HUD.
3. Ensure timely submission of amendments, which will include more than 10% of the CFP, to HUD for changes in the approved CFP funding activity.
4. Complete construction at 18 housing sites.
5. Conduct resident and resident council meetings in preparation for submitting the Capital Fund Program Annual Statement to HUD.

PROGRAM BUDGET INFORMATION:

	2005-06 BUDGET	2005-06 ESTIMATE	2006-07 BUDGET
Salary and Benefits	\$326,800	\$276,900	\$269,000
Non-Personal Services	\$89,900	\$169,300	\$121,800
Subventions	\$0	\$0	\$0
Capital Outlay	\$11,406,700	\$7,181,800	\$9,365,600
Transfers	\$24,300	\$27,900	\$53,800
TOTAL	\$11,847,700	\$7,655,900	\$9,810,200
Number of Regular Employees	3.50	2.42	2.50
Number of Contract Employees	0.00	0.00	0.00

Program: Telemedicine
Division: Housing Management

MISSION:

To improve access to health care, the CDC partners with the Wilmington Community Clinic to operate the Mary B. Henry Telemedicine Clinic in the South Los Angeles area. A clinical relationship also exists with the Charles R. Drew University of Medicine and Science. Using advanced telecommunications technology, doctors at Charles R. Drew University examine patient's miles away at the hospital. The Mary B. Henry Telemedicine Clinic provides children with early diagnosis and treatment of asthma, immunization outreach, developmental screening, anemia and sickle cell screening, lead level testing and monitoring of other pediatric illnesses. The Center also provides breast examinations. The primary beneficiaries are the residents of the Housing Authority's designated South Scattered Sites area and the community-at-large.

MAJOR OBJECTIVES FOR FY 2006-07:

1. To increase the number of patient visits to the Telemedicine Clinic.
2. Expand the types of medical services offered at the clinic.
3. Conduct outreach to improve public health education.

PROGRAM BUDGET INFORMATION:

	<u>2005-06 BUDGET</u>	<u>2005-06 ESTIMATE</u>	<u>2006-07 BUDGET</u>
Salary and Benefits	\$38,500	\$0	\$0
Non-Personal Services	\$142,600	\$140,800	\$148,600
Subventions	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0
Transfers	\$0	\$0	\$0
TOTAL	<u>\$181,100</u>	<u>\$140,800</u>	<u>\$148,600</u>
Number of Regular Employees	0.00	0.00	0.00
Number of Contract Employees	0.50	0.00	0.00

Program: Cooperative Extension
Division: Office of Executive Management

MISSION:

Provide educational programs and activities in the areas of youth development, urban gardening, nutrition, and consumer science that enable youth and adults to make good decisions and lead better lives.

MAJOR OBJECTIVES FOR FY 2006-07:

1. Provide educational programs focused on family-related concerns such as food and nutrition, family relationships, food safety, consumer issues, and money management.
2. Through the Expanded Food and Nutrition Education Program (EFNEP) and the 5-a-day Program, teach homemakers with limited incomes how to improve family diets, make better use of available resources, improve their food preparation skills, and eat more fruits and vegetables.
3. Offer nutrition, gardening and consumer science programs designed for and targeted specifically towards seniors living in public housing.
4. Upon request, support job readiness and life skills training for Housing Authority residents by offering the "Gateway to a Better Life" program, which focuses on goal setting, money management, time management, workforce preparedness, child care selection, appropriate workplace behavior, and overcoming barriers to employment.
5. Provide training, educational materials and technical assistance to family and senior housing residents who want to grow more of their own fruits and vegetables to augment their food budget.
6. Provide training and technical assistance as requested on various landscaping and horticulture projects at County public housing sites, in conjunction with The Growing Experience.

PROGRAM BUDGET INFORMATION:

	<u>2005-06 BUDGET</u>	<u>2005-06 ESTIMATE</u>	<u>2006-07 BUDGET</u>
Salary and Benefits	\$0	\$0	\$0
Non-Personal Services	\$410,000	\$410,000	\$410,000
Capital Outlay	\$0	\$0	\$0
TOTAL	<u>\$410,000</u>	<u>\$410,000</u>	<u>\$410,000</u>
Number of Regular Employees	0.00	0.00	0.00
Number of Contract Employees	0.00	0.00	0.00

Program: Youth In Focus
Division: Office of Executive Management

MISSION:

To teach photography and encourage positive self-esteem in at-risk youth within public housing communities.

MAJOR OBJECTIVES FOR FY 2006-07:

1. Maintain the Youth In Focus (YIF) photography program at four public housing sites.
2. Develop collaboration with service learning program to identify volunteer program instructors/mentors from partnering colleges and universities in an effort to decrease programming costs.
3. Seek sponsorship of in-kind donations and program operational expense.
4. Enhance the newly introduced digital component of the existing program.
5. Increase program visibility by means of photographic exhibits and program marketing.
6. Introduce updated programming component that encourages the collaboration of on-site programs and services with YIF program in effort to increase participants civil responsibility while documenting community activities and events.

PROGRAM BUDGET INFORMATION:

	<u>2005-06 BUDGET</u>	<u>2005-06 ESTIMATE</u>	<u>2006-07 BUDGET</u>
Salary and Benefits	\$17,200	\$14,600	\$14,600
Non-Personal Services	\$53,800	\$46,400	\$56,400
Subventions	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0
Transfers	\$0	\$0	\$0
TOTAL	\$71,000	\$61,000	\$71,000
Number of Regular Employees	0.00	0.00	0.00
Number of Contract Employees	0.00	0.00	0.00

Program: City of Industry Tax Increment
Division: Housing Development and Preservation

MISSION:

To implement an approved strategy for the allocation and distribution of the City of Industry funds for the development of housing for low-income individuals, families and special needs populations.

MAJOR OBJECTIVES FOR FY 2006-07:

1. Receive Certificate of Occupancy and complete 7 Affordable Development projects for 327 units involving \$7.55 million of Industry funds.
2. Begin construction on one Affordable Housing Developments for 63 units involving approximately \$820,000 of Industry funds.
3. Close out two Affordable Housing Development projects for 72 units involving \$2 million of Industry funds.
4. Allocate funds through a Request for Proposal (RFP) process for approximately \$5 million for 100 units of affordable housing.
5. Begin construction for one Special Needs projects for 17 units involving \$1.8 million of Industry funds.
6. Close out one Special Needs project for 6 units involving \$350,000 in Industry funds.

*Special Needs Housing includes housing for the developmentally disabled, mentally ill, victims of domestic violence, emancipated foster youth, and persons with HIV/AIDS.

**Affordable Housing includes multifamily rental housing, rental housing for seniors, and affordable for-sale housing.

PROGRAM BUDGET INFORMATION:

	2005-06 BUDGET	2005-06 ESTIMATE	2006-07 BUDGET
Salary and Benefits	\$989,900	\$958,400	\$805,100
Non-Personal Services	\$56,500	\$41,500	\$41,500
Subventions	\$11,505,000	\$8,947,200	\$10,589,600
Capital Outlay	\$328,300	\$325,500	\$344,500
Transfers	\$1,119,100	\$1,067,000	\$1,104,400
TOTAL	\$13,998,800	\$11,339,600	\$12,885,100
Number of Regular Employees	10.62	12.25	9.45
Number of Contract Employees	0.00	0.32	0.50

Program: Traffic Violator School Monitoring
Division: Office of Executive Management

MISSION:

Administer the Traffic Violator School Monitoring Program for the County of Los Angeles as required for compliance with the Vehicle Code of the State of California, Section 11205.

MAJOR OBJECTIVES FOR FY 2006-07:

1. Audit and monitor all Home Study Traffic Schools on the Los Angeles Superior Court list by both on-line and site visits.
2. Conduct on-site and/or telephone monitorings of each traffic violator school on the Los Angeles County Classroom Location List at least once every 90 days.
3. Audit each traffic violator school's business office on an annual basis.
4. Publish referral list of the County's approved traffic violator schools on a quarterly basis.
5. Respond to all inquiries and complaints within 15 working days.
6. Continue the Los Angeles County Sheriff Department fraud detection program providing undercover work and law enforcement services for TVSM to reduce traffic school fraud in the County.
7. Provide copies of all monitoring and audit reports to the Department of Motor Vehicles and Superior Court.
8. Provide employment opportunities for Public Housing Recipients, Section 8 Recipients and participants of the Department of Public Social Services' Back to Work Program.

PROGRAM BUDGET INFORMATION:

	2005-06 BUDGET	2005-06 ESTIMATE	2006-07 BUDGET
Salary and Benefits	\$924,900	\$866,100	\$938,700
Non-Personal Services	\$370,600	\$382,900	\$434,100
Subventions	\$0	\$0	\$0
Capital Outlay	\$3,000	\$3,000	\$3,000
Transfers	\$57,500	\$67,000	\$121,500
TOTAL	\$1,356,000	\$1,319,000	\$1,497,300
Number of Regular Employees	15.00	13.83	15.00
Number of Contract Employees	1.00	1.00	1.00

Program: Fraud Investigations Unit
Division: Office of Executive Management

MISSION:

Ensure compliance with federal regulations and program requirements to reduce the incidence of fraud and criminal activity among Housing Choice voucher (Section 8) tenants and public housing residents.

MAJOR OBJECTIVES FOR FY 2006-07:

1. Respond to Fraud Hot Line calls within 48 hours.
2. Strengthen partnerships with the Los Angeles County Sheriff's Department and local law enforcement to reduce the incidence of criminal activity.
3. Provide training to landlords and property managers on effective ways to screen tenants.
4. Conduct compliance checks with tenants whose conduct threatens the health, safety, or right to peaceful enjoyment of their premises.
5. Provide fraud investigative services to local municipalities under memoranda of understanding.

NOTE: Fraud Investigations Unit was part of the Assisted Housing Division in FY 05-06.

PROGRAM BUDGET INFORMATION:

	<u>2005-06 BUDGET</u>	<u>2005-06 ESTIMATE</u>	<u>2006-07 BUDGET</u>
Salary and Benefits	\$0	\$0	\$538,200
Non-Personal Services	\$0	\$0	\$200,100
Subventions	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$5,000
Transfers	\$0	\$0	\$0
TOTAL	\$0	\$0	\$743,300
Number of Regular Employees	0.00	0.00	0.00
Number of Contract Employees	0.00	0.00	6.50



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

April 26, 2006

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, California

Dear Commissioners:

**APPROVE THE PURCHASE OF APPLIANCES FOR NINE HOUSING
DEVELOPMENTS (ALL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute a Purchase Order with General Electric Company for the purchase of 461 refrigerators, 580 ranges and 130 range hoods for nine housing developments owned or managed by the Housing Authority, identified in Attachment A; and to use for this purpose a total of \$353,784.87, comprised of \$299,963.27 in Capital Fund Program funds and \$53,821.60 in Project Based Section 8 funds allocated by the U.S. Department of Housing and Urban Development (HUD).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to provide for the replacement of refrigerators, ranges and range hoods at nine housing developments located throughout the County.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The total amount of the Purchase Order, including sales tax and delivery, will not exceed \$353,784.87, comprised of \$299,963.27 in Capital Fund Program funds and \$53,821.60 in Project Based Section 8 funds included in the Housing Authority's approved Fiscal Year 2005-2006 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Housing Authority operates 74 housing developments, consisting of 3,636 units throughout the County of Los Angeles. The Housing Authority wishes to execute a Purchase Order with General Electric Company to receive 580 ranges, 461 refrigerators and 130 range vent hoods, which will replace appliances at nine housing developments. The Housing Authority is replacing the designated ranges, refrigerators and range vent hoods because the appliances are approximately 15 years old and becoming costly to repair, as replacement parts are in short supply.

The majority of these appliances will be used in senior housing units, with the balance of the appliances being used in family units. Approximately 30 percent of senior units will be receiving an upgrade in their appliances.

Appliance deliveries will be scheduled between May 2006 and December 2006, dependent upon installation schedules.

Separate bid processes are being conducted to identify contractors to install the new appliances, and recyclers to remove the old appliances. Housing Authority personnel will assist in the installation of the appliances.

A Purchase Order will be issued following Board approval.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(3), this action is exempt from the National Environmental Policy Act (NEPA) because it involves administrative activities that will not alter existing environmental conditions. The action is not subject to the provisions of the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On February 17, 2006 the Housing Authority initiated an outreach to identify vendors to supply replacement refrigerators, ranges and range hoods. Invitation for Bid (IFB) notices were mailed to 41 appliance sales companies and appliance manufacturer representatives included on the Housing Authority's vendors list. Announcements appeared in eight local newspapers and on the County's WebVen website. A copy of the IFB was also posted on the Housing Authority's website. As a result of the outreach, eight bid packages were requested and disbursed.

Honorable Housing Commissioners
April 26, 2006
Page 3

On April 6, 2006, three bids were received and evaluated. The lowest bid, submitted by General Electric Company, was determined to be responsive and is, therefore, being recommended for the Purchase Order award. The Summary of Outreach Activities is provided in Attachment B.

IMPACT ON CURRENT PROGRAMS:

The new appliances will ensure dependable service for Housing Authority residents.

Respectfully submitted,


 CARLOS JACKSON
Executive Director

CJ:ajm:appliance purchase 4-06

Attachments: 2

AGREEMENT SUMMARY

AGREEMENT FOR THE PURCHASE OF APPLIANCES

Location: Nine Housing Developments

Bid Number: HM06-28

Outreach Date: February 17, 2006

Contractor: General Electric Company

Services: Purchase of 461 refrigerators, 580 ranges and 130 range hoods for nine housing developments including Lancaster Homes, Ujima Village, Carmelitos, South Bay Gardens, South Scattered Sites, Whittier Manor, Marina Manor, Westknoll Apartments, and Palm Avenue Apartments.

Contract Sum: The total cost for all appliances will be \$353,784.87, which includes all sales tax and delivery charges.

ATTACHMENT A

Housing Developments

	Ranges	Refrigerator	Hoods	Cost per Site
Lancaster Homes*	120	20		\$39,078.00
Ujima Village*	20	20	20	\$14,743.60
Carmelitos		155		\$66,276.45
South Bay Gardens	100	75	100	\$68,875.00
South Scattered Sites	75			\$20,432.25
Whittier Manor	5	5		\$ 3,301.65
South Bay Gardens	50	25	50	\$29,904.50
South Scattered Sites	50			\$13,802.00
Marina Manor		183		\$66,363.12
Westknoll Apartments	124			\$34,228.96
Palm Avenue Apartments	136			\$40,485.84
		GRAND	TOTAL	\$353,784.87

*Project Based Section 8 funds

ATTACHMENT B

PURCHASE OF APPLIANCES FOR NINE HOUSING DEVELOPMENTS

Summary of Outreach Activities

On February 17, 2006, the following outreach was initiated to identify qualified appliance vendors to provide refrigerators, ranges, and range vent hoods for various Housing Authority housing developments located within Los Angeles County.

A. Invitation for Bids (IFB) Advertising

IFB announcements appeared in the following eight local newspapers:

Eastside Sun	Los Angeles Sentinel
International Daily News	Los Angeles Times
La Opinion	The Daily News
Long Beach Press Telegram	Wave Publications Group

The announcements were posted on the County's WebVen website and the Community Development Commission/Housing Authority website.

B. Distribution of Bid Packets

The Housing Authority's vendor list was used to mail out the IFB to 41 appliance sales companies, of which 22 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, eight bid packets were requested and distributed.

C. Bid Results

Three bids were received on April 6, 2006. The lowest bid, submitted by General Electric Company, was found to be responsible and meets all the criteria set forth in the IFB. Therefore, the Housing Authority is recommending that General Electric Company provide appliances for the various housing developments. The bid results are as follows:

<u>Appliance Company</u>	<u>Total Bid Amount</u>
General Electric Company	\$ 353,784.87
Best Buy Gov, LLC	\$ 369,001.00
BAS Appliance Gallery	\$ 398,845.90

D. Minority/Female Participation – Selected Firms

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
General Electric Company	Non-Minority	Total: 9,063 936 Minorities 2,716 Women 10% Minorities 30% Women

E. Minority/Female Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Best Buy Gov, LLC	Non-Minority	Total: 3,614 204 Minorities 1,652 Women 6% Minorities 46% Women
BAS Appliance Gallery	Non-Minority	Total 62 22 Minorities 26 Women 35% Minorities 42% Women

The Housing Authority conducts ongoing outreach to include minorities and women in the Contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended Purchase Order award is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.



Carlos Jackson
Executive Director

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Michael D. Antonovich
Commissioners

April 26, 2006

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Dear Commissioners:

**APPROVE TREE TRIMMING AND REMOVAL SERVICES CONTRACT
FOR THE HOUSING AUTHORITY (DISTRICTS 1, 2, 3, 4)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute a Contract for Tree Trimming and Removal Services (Contract) and all related documents, with Treesmith Enterprises, Inc. in an amount not to exceed \$115,455 to provide tree trimming, crowning and removal services at the 34 housing developments identified in Attachment A, located throughout Supervisorial Districts 1, 2, 3 and 4, to be effective upon Board approval; and to use for this purpose \$115,455 in Conventional Public Housing Operating funds allocated by the U.S. Department of Housing and Urban Development (HUD).
2. Recommend that the Board of Commissioners authorize the Executive Director to execute all necessary administrative amendments to the Contract as well as any amendments to increase the compensation amount, in an amount not to exceed a maximum aggregate amount of \$5,773 following approval as to form by County Counsel, to provide for any additional unforeseen needed tree trimming, crowning, or removal services, using the same sources of funds described above.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve the attached Contract for tree trimming, crowning and removal services at 34 housing developments identified in Attachment A.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Housing Authority will fund the Contract with \$115,455 in Conventional Public Housing Operating funds allocated by HUD and included in the Housing Authority's approved Fiscal Year 2005-2006 budget.

A five percent contingency, in the maximum aggregate amount of \$5,773 is also being set aside to provide for any unforeseen necessary tree trimming, crowning and removal services, using the same source of funds described above.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Housing Authority operates 74 housing developments throughout the County of Los Angeles. At this time 34 of the housing developments, including Carmelitos, Harbor Hills, Lomita Manor, seven East County, two West County and 29 South County developments require tree services.

The Housing Authority wishes to award the attached Contract to Treesmith Enterprises, Inc. to provide for the trimming, crowning and removal of various trees throughout the identified housing developments. These procedures will keep the trees healthy and decrease the probability of accidents from falling tree branches and the downing of trees during windstorms. Treesmith Enterprises, Inc. will remove and properly dispose of all trees and tree debris resulting from these services.

The proposed services are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) or the General Relief Opportunity for Work (GROW) Programs implemented by the County of Los Angeles. Instead, Treesmith Enterprises, Inc. must comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Contract, which has been approved as to form by County Counsel and executed by Treesmith Enterprises, Inc., will be effective upon Board approval.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), this project is excluded from the National Environmental Policy Act, because it involves activities that will not alter existing environmental conditions. The action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060 (c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On March 17, 2006, an Invitation for Bids (IFB) process was initiated to identify a licensed, qualified and experienced tree company to provide tree trimming and removal services for the Housing Authority. Notices were mailed to 51 firms identified from the Housing Authority's vendor list. Announcements appeared in eight local newspapers and on the County's WebVen website. A copy of the IFB was also posted on the Housing Authority's website. As a result of the outreach, five IFB packets were requested and distributed.

Five Contractors participated at the prebid meeting on March 28, 2006. On April 6, 2006, three bids were received and evaluated. The bid submitted by Treesmith Enterprises, Inc. was determined to be the lowest and most responsible bid and is, therefore, being recommended for contract award.

The Summary of Outreach Activities is provided in Attachment B.

IMPACT ON CURRENT PROGRAMS:

The Contract will provide needed tree trimming, crowning and removal services for 34 housing developments in four Supervisorial Districts.

Respectfully submitted,


 CARLOS JACKSON
Executive Director

CJ:ajm:Tree Contract 4-06

Attachments: 3

CONTRACT SUMMARY

CONTRACT FOR TREE TRIMMING SERVICES

Location: Countywide

Bid Number: HM06-30

Outreach Date: March 17, 2006

Contractor: Treesmith Enterprises, Inc.

Services: Provide tree trimming, crowning and removal services for 34 housing developments including Carmelitos, Harbor Hills, Lomita Manor, seven East County, two West County and 29 South County developments located within four Districts in the County of Los Angeles. These procedures will keep the trees healthy and decrease the probability of accidents from falling tree branches and the downing of trees during windstorms.

Contract Sum: The total contract cost will not exceed \$115,455. A five percent contingency of \$5,773 is also being set aside to provide for any unforeseen necessary tree trimming, crowning and removal services.

ATTACHMENT A
Tree Trimming Site List

District One

Herbert Avenue Apartments
Arizona & Olympic
Simmons
Villa Nueva RHCP
Francisquito Villa

District Two

South Bay Gardens	Century Wilton Apartments	Imperial Heights
E. 83 rd Street	Jarvis Avenue	92 nd . & Bandera
E. 84 th Street	Budlong / Crest	Willowbrook Townhomes
West 90 th Street	11104 Normandie Avenue	West 110 th Street
West 107 th Street	E. 87 th Street	West 94 th Street
1057 West 106 th Street	1100 West 106 th Street	1334 W. 106 th St.
El Segundo II	11126 Budlong Avenue	West 91 st Street
2140 El Segundo Blvd.	11431 S. Normandie	El Segundo I
Addington & Waldorf	West 105 th Street	Woodcrest I & II
East 119 th Street	Firmona Avenue	

District Three

Kings Road Apartments
Palm Avenue Apartments

District Four

Carmelitos
Harbor Hills
Lomita Manor
Whittier Manor
Sundance Vista

ATTACHMENT B

CONTRACT FOR TREE TRIMMING AND REMOVAL SERVICES

Summary of Outreach Activities

On March 17, 2006, the following outreach was initiated to identify licensed, qualified and experienced tree trimmers to provide tree trimming, crowning and removal services for the Housing Authority.

A. Invitation for Bids Advertising

IFB announcements appeared in the following eight local newspapers:

Eastside Sun	Los Angeles Sentinel
International Daily News	Los Angeles Times
La Opinion	The Daily News
Long Beach Press Telegram	Wave Publications Group

The announcement was also posted on the County's WebVen website and on the Housing Authority's website.

B. Distribution of IFB Packets

The Housing Authority's vendor list was used to mail out the IFB to 51 contractors, of which 31 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, five IFB packets were requested and distributed.

C. Results

On March 28, 2006 five contractors participated in the prebid meeting. On April 6, 2006 three bids were received and evaluated. The bid submitted by Treesmith Enterprises, Inc. was determined to be the lowest responsible bid and is, therefore, being recommended for contract award.

Contractor	Bid Amount
Treesmith Enterprises, Inc.*	\$115,455
Travers Tree Services	\$136,400
TruGreen LandCare	\$188,577

*Female-owned

D. Minority/Female Participation – Selected Firms

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Treesmith Enterprises, Inc.	Female	Total: 30 24 Minority 3 Women 80% Minorities 10% Women

E. Minority/Female Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Travers Tree Service	Non-Minority	Total: 56 48 Minorities 5 Women 86% Minorities 9% Women
TruGreen LandCare	Non-Minority	Total: 197 190 Minorities 4 Women 96% Minorities 2% Women

The Housing Authority conducts ongoing outreach to include minorities and women in the Contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of Contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.